

DATED

2018

**MARK STEWART CLUTTERBUCK AND AIMEE NICOLE MATHESON**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 4 Callaway Court, Peterborough VIC**



**Van Beveren & Associates**

Suite 22, Level 2, 24 Moorabool Street  
GEELONG VIC 3220  
Tel: 0499 813 462  
Ref: CK:JVB-18/0487

**WARNING TO ESTATE AGENTS**

**DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES  
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

# Contract of Sale of Real Estate\*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

**Property address**            **4 CALLAWAY COURT, PETERBOROUGH VIC 3270**

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

**WARNING:** THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties -
- must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

**SIGNED BY THE PURCHASER:** .....

..... on...../...../2018

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [       ] clear business days (3 clear business days if none specified)

**SIGNED BY THE VENDOR:** .....

..... on...../...../2018

**Print name(s) of person(s) signing:**    **MARK STEWART CLUTTERBUCK AND AIMEE NICOLE MATHESON**

State nature of authority, if applicable: .....

The **DAY OF SALE** is the date by which both parties have signed this contract.

### IMPORTANT NOTICE TO PURCHASERS

**Cooling-off period** (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

**EXCEPTIONS:** The 3-day cooling-off period does not apply if:

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

**Off-the-plan sales** (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

Real Estate Geelong				
Address:	52 North Valley Road, Highton VIC 3216			
Email:	wes@realestate-geelong.com.au			
Tel:	0419 315 727	Mob: 0419 315 727	Fax:	Ref: Wes Thornton

### Vendor

Name:	Mark Stewart Clutterbuck and Aimee Nicole Matheson		
Address:			
ABN/ACN:			
Email:	mark.clutterbuck@gmail.com		

### Vendor's legal practitioner or conveyancer

Name:	Van Beveren & Associates			
Address:	Level 2, Suite 22, 24 Moorabool Street, Geelong VIC 3220 PO Box 128, Portarlington VIC 3223			
Email:	crystal@vanbeveren.com.au			
Tel:	0499 813 462	Fax:	DX:	Ref: CK:JVB-18/0487

### Purchaser

Name:			
Address:			
ABN/ACN:			
Email:			

### Purchaser's legal practitioner or conveyancer

Name:			
Address:			
Email:			
Tel:	Fax:	DX:	Ref:

### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11277 Folio 451	4	PS620654

### Property address

The address of the land is: 4 Callaway Court, Peterborough VIC 3270

**Goods sold with the land** Nil – Vacant Land



**Payment** (general condition 11)

Price	\$	
Deposit	\$	by (of which \$ has been paid)
Balance	\$	payable at settlement

**GST** (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

**Settlement** (general condition 10)

is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are\*:

**Terms contract** (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

**Loan** (general condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount:

Approval date:

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

## Special Conditions

**A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.**

**Instructions:** *It is recommended that when adding further special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on this page; and*
- *attach additional pages if there is not enough space.*

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**Special condition 1 – Payment**

General condition 11 is replaced with the following:

**11. PAYMENT**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

**Special condition 2 – Acceptance of title**

General condition 12.4 is added:

- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

**Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus



GST<sup>n</sup> or under general condition 13.1(a), (b) or (c)),  
the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST,  
until a tax invoice has been provided.

**Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

**Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

**15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

**15B. GST WITHHOLDING**

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act*



*1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential



residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.  
The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

15B.12 This general condition will not merge on settlement.

**Special condition 6 – Service**

General condition 17 is replaced with the following:

**17. SERVICE**

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

**Special condition 7 – Notices**

General condition 21 is replaced with the following:

**21. NOTICES**

- 21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

**Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:



- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

**Special condition 9 – Deposit bond**

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

**Special condition 10 – Bank guarantee**

- 10.1 In this special condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 30 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

**Special condition 11 – Building report**

- 11.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**Special condition 12 – Pest report**

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
    - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
    - (b) gives the vendor a copy of the report and a written notice ending this contract; and
    - (c) is not then in default.
  - 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
  - 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
  - 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.
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# General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

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## Title

### 1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

#### 4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

#### 5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

#### 6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.



- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 8. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

## 9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

## Money

### 10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

### 11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
  - (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
  - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.



- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

#### 14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### 15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

### Transactional

#### 16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

#### 17. SERVICE

- 17.1 Any document sent by—
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

#### 18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

#### 19. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

#### 20. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

#### 21. NOTICES

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that

responsibility where action is required before settlement.

## 22. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

## 23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

## Default

### 26. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.



**27. DEFAULT NOTICE**

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

**28. DEFAULT NOT REMEDIED**

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.



## **SECTION 32**

Vendor: Mark Stewart Clutterbuck and Aimee Nicole Matheson  
Property: 4 Callaway Court, Peterborough VIC 3270

VAN BEVEREN & ASSOCIATES  
Po Box 128  
Portarlington Vic 3223  
P. 0499 813 462  
E. [matthew@vanbeveren.com.au](mailto:matthew@vanbeveren.com.au)



# Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

<b>Land</b>	4 CALLAWAY COURT, PETERBOROUGH VIC 3270
-------------	---

Vendor's name	Mark Stewart Clutterbuck	Date	/ /
Vendor's signature	_____		
Vendor's name	Aimee Nicole Matheson	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

# 1. FINANCIAL MATTERS

## 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

See attached certificate/s

## 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):
--

## 1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

## 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

## 2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

Not Applicable

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

Not Applicable

## 3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

## 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

## 3.4 Planning Scheme



## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable

### 4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

### 4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

NIL

## 5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable

## 6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not Applicable

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

(a)  Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)*

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

Not Applicable

## 13. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

Due Diligence checklist
Plan of Subdivision
Council rates
Water rates
Land Tax certificate
Vic Roads
Property report
Planning report
Bushfire report
GST notice



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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 11277 FOLIO 451

Security no : 124074705911C  
Produced 01/11/2018 10:21 AM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 620654S.  
PARENT TITLE Volume 09543 Folio 337  
Created by instrument PS620654S 10/06/2011

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors

MARK STEWART CLUTTERBUCK  
AIMEE NICOLE MATHESON both of 12 TASMAN AVENUE BELMONT VIC 3216  
AJ137167X 17/08/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK063335E 05/12/2012  
NATIONAL AUSTRALIA BANK LTD

COVENANT AJ137167X 17/08/2011

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AG699017G 18/08/2009

DIAGRAM LOCATION

SEE PS620654S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 4 CALLAWAY COURT PETERBOROUGH VIC 3270

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED  
Effective from 23/10/2016

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by Smokeball (TriSearch) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State to provide this information.

Form 13

Section 181  
**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE  
MAKING OF A RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

**AG699017G**

18/08/2009 \$102.90 173



Lodged at the Land Titles Office by:

Name: Frank Vinci

Phone:

Address:

Ref:

Customer Code: 36155



The Authority having made an agreement referred to in Section 181(1) of the Planning and Environment Act, 1987 requires a recording to be made in the Register for the land.

Land: Certificate of Titles Volume 9543 Folio 337

Authority: Moyne Shire

Section and Act under which Agreement made: Section 173 of the Planning and Environment Act 1987

A copy of the agreement is attached to this application.

Signature

BRETT STONESTREET

Name of Officer

CHIEF EXECUTIVE OFFICER

Position

13/17/09

Date



**AGREEMENT PURSUANT TO  
SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 ("the Act")**

**THIS AGREEMENT** is made pursuant to Section 173 of the Planning and Environment Act 1987 ("the Act") the 13<sup>th</sup> day of July 2009

**BETWEEN**

**"MOYNE SHIRE"** of Princes Street Port Fairy in the State of Victoria (hereinafter called "the Council") **AND SIGNATURE PROPERTY GROUP (VIC) PTY LTD** A.C.N. 120 794 078 of "Jovic Accounting" 28 Granby Crescent Highton in the said State (hereinafter called "the Owner")

**WHEREAS:**

- A. The Owner is the registered proprietor of the subject land and being the property known as 10 MacGillivray Road Peterborough in the said State and being the land comprised in Certificate of Title Volume 9543 Folio 337 and being the land comprised in Plan of Consolidation 155758 ("the Owner's land").
- B. The Council is the Responsible Authority under the Moyne Shire Planning Scheme ("the Planning Scheme") for land within its municipal District. The Land is within the municipal district of the Council.
- C. The Owner seeks to subdivide the Owner's land which the Council has agreed to subject to compliance with certain requirements of the Council in respect of the Owner's land which are described in Council's Planning Permit No. PL07/239 issued 15 July 2007 and which include that:

The owner/applicant to contribute funds to the Council, or on apportionment basis, towards the future construction, sealing and draining of MacGillivray Road from the constructed section carried out as part of this subdivision to and including a turning bowl adjacent the northern boundary of the subdivision.

- D. The Parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Owner's land.

**AG699017G**



**AG699017G**



-2-

**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**AGREEMENT MADE PURSUANT TO SECTION 173 OF THE ACT**

1. Without limiting the operation or effect which this agreement otherwise has, the parties acknowledge that this agreement is made pursuant to the provisions of section 173 of the Act

**DEFINITION:**

2. In this Agreement, the words and expressions set out in this Clause have the following meanings unless the context admits otherwise:
  - (a) "Act" means the Planning and Environment Act 1987.
  - (b) "Agreement" means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
  - (c) "the Owner" means the person or persons registered by the Registrar of Titles from time to time as proprietor of an estate in fee simple of the Owner's land and a reference to the Owner in this Agreement is also a reference to a Mortgagee in possession.
  - (d) "Planning Scheme" means the Moyne Shire Planning Scheme and any other planning scheme which applies to the subject land.
  - (e) "the Council" means the Moyne Shire and includes its successors as Responsible Authority for planning controls and the Planning Scheme.

**INTERPRETATION:**

3. In this agreement unless the context permits otherwise:
  - (a) The singular includes the plural and vice versa;
  - (b) A reference to a gender includes a reference to each other gender;
  - (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
  - (d) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
  - (e) A word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
  - (f) Any reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulation or Amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
  - (g) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.



**AG699017G**

18/08/2009 \$102.90 173



-3-

- (h) This Agreement binds the Owner's successors. Assigns, administrators and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors, assigns, administrators and transferees as if each of them had separately executed this Agreement.

#### **COMMENCEMENT OF AGREEMENT**

- 4. This agreement will immediately come into force once it has been executed by all of the parties to it.

#### **OWNER'S WARRANTIES**

- 5. The Owner warrants and covenants that:
  - (a) he is the registered proprietor of the Land
  - (b) there are no mortgages, charges, easements or other encumbrances or any rights held by any person affecting the land not disclosed by the usual searches;
  - (c) the Land or any part of it is not subject to any rights attained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the Transfer of land Act 1958; and
  - (d) he has not granted any option or entered into any contract of sale or lease in regard to the Owner's land or any part thereof which options contract or lease is still subsisting.

#### **SPECIFIC OBLIGATIONS BY OWNER**

- 6. The Owner covenants and agrees that it:
  - (a) shall not sell, transfer, dispose of, assign mortgage or otherwise part with possession of the Owner's land or any part thereof without first disclosing to its successors the existence and nature of this agreement.
  - (b) will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns and successors in title of the Owner's land who must be required to:
    - (i) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
    - (ii) execute a deed agreeing to be bound by the terms of this Agreement.

**AG699017G**

18/08/2009 \$102.90 173



-4-

**SPECIFIC COVENANTS BY OWNER**

7. The owner covenants and agrees with the Council that the Owner must, contribute funds to the Council, or on apportionment basis, towards the future construction, sealing and draining of MacGillivray Road from the constructed section carried out as part of this subdivision to and including a turning bowl adjacent the northern boundary of the subdivision.
8. The Owner will make application to the Registrar of Titles and do all things necessary to record this Agreement in the register on the Certificate of Title to the land in accordance with Section 181 of the Act and pay all costs of preparation and execution of the Agreement and entry of the memorandum on the Certificate of Title to the land.

**NOTICES**

9. Any notice hereunder may be served by delivering the same to the Owner at her address aforesaid or by putting the same into the post in a pre-paid certified envelope addressed to the owner at its address aforesaid *and* any notice posted shall be conclusively deemed to have been served at the expiration of 24 hours from the time of posting.

**GENERAL:**

10. (a) Whenever herein appearing the word "Owner" (if the Owner holds the Land in a trust capacity) shall include the beneficiaries of the trust in relation to which it holds such land. Where such a trust relationship exists, the Developer in executing this agreement does so intending to assume not only personal liability but also to bind the trust for which it acts as trustee.
- (b) In this agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings
- (c) Whenever herein appearing the word "Council" shall include its successors (including its successors as Responsible Authority for the planning controls) in which case any reference to the holder of an office with the Council shall be deemed to be a reference to such office of the successor responsible authority as that responsible authority may designate.



**AG699017G**



-5-

- (d) Where the owner is constituted by more than one person, any obligation imposed by this agreement on the Owner shall be imposed on those persons jointly and severally.
11. (a) The expression "Owner" shall be deemed to include its successors, assigns and transferees and the obligations imposed upon and assumed by the Developer shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of the whole or part of the Land (hereinafter called the "successors") as if each of those successors had separately executed this agreement.
- (b) Without limiting the operation or effect which this agreement has apart from this sub-clause, the Owner shall ensure that its successors:
- (i) give effect to and do all acts and sign all documents as to require them to give effect to this agreement;
  - and
  - (ii) execute under seal a deed agreeing to be bound by the terms of this agreement and thereupon this agreement shall continue as if executed by such successors as well as by the parties hereto and as if the successors' names appeared in each clause in which the name of the Owner appears and additional to the name of the Owner
- (c) The obligations imposed on the Owner by sub-clause (ii) shall cease for such time as there appears a memorandum of this agreement on the certificate of title to the land.

**LEGISLATIVE AMENDMENTS:**

12. Where this agreement makes reference to a legislative enactment or a provision in that enactment, that reference must be construed as a reference to that enactment or provision as amended, re-enacted or remade (with or without modification) from time to time or a corresponding future enactment or provision.

**AG699017G**




-6-

**RESTRICTIONS ON DEALINGS:**

13. No plan of subdivision of the Land or any part of it or instrument of transfer of land may be lodged at the Land Titles office for registration or approval prior to the section 173 agreement having been lodged by the Developer and entered on the Certificate of Title to the Land.

THE COMMON SEAL of the MOYNE SHIRE )  
was hereunto affixed in the presence of: )

  
-----  
Mayor

  
-----

Chief Executive Officer



**EXECUTED** by **SIGNATURE PROPERTY GROUP (VIC) PTY LTD A.C.N. 120 794 078** by being signed by that person who is authorised to sign on the Company's behalf.

  
-----

Sole Director and Sole Company Secretary  
Name: Gary James Watts  
Address: 84 Meadowvale Drive  
Grovedale 3216



**AJ137167X**

**TRANSFER OF LAND**

**Section 45 Transfer of Land Act 1958**

**Lodged by:**

Name:

Phone:

Address:

Ref:

Customer Code:

Commonwealth Bank of Australia  
 ABN 48 123 123 124  
 385 Bourke Street, Melbourne  
 Phone: 1300 137 762  
 Name  
 Reference 743115802  
 Customer Code 11543V

**Privacy Collection Statement**

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

**MADE AVAILABLE/CHANGE CONTROL**

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Lot 4 on Plan of Subdivision Number PS620654S being the land comprised in Certificate of Title Volume

11277 Folio 451

Estate and Interest: (e.g. "all my estate in fee simple")

All its estate in fee simple

Consideration:

8113,000.00

Transferor: (full name)

Signature Property Group (VIC) Pty Ltd (ACN 120 794 078)

Transferee: (full name and address including postcode)

Mark Stewart Clutterbuck and Aimee Nicole Matheson both of 12 Tasman Avenue, Belmont, 3216 as joint proprietors

Directing Party: (full name)

Nil

Creation and/or Reservation of easement and/or Covenant

"The Transferees with the intent that the benefit of these covenants shall be attached to and run at law and in equity with each and every lot on Plan of Subdivision Number PS620654S other than the land hereby transferred and that the burden of this Covenant shall be annexed to and run at law and in equity with the land hereby transferred DO HEREBY for themselves their heirs executors administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred COVENANT with the said Transferor and its transferees successors and assigns or other registered proprietor or proprietors for the time being of each and every lot on the said Plan of Subdivision or any part thereof other than the land hereby transferred that the Transferee their executors administrators or transferees the registered proprietor or proprietors for the time being of the land must not at any time:-

**PTO**

Approval No. 1944107A

**ORDER TO REGISTER**

Please register and issue title to

**T2**

Page 1 of 2

Signed

Cust. Code



Anstat Pty Ltd

**STAMP DUTY USE ONLY**

Commonwealth Bank of Australia	
This stamp is	ABN 48 123 123 124 <b>2510 AP 184</b>
SRO	Victorian Duty \$..... <u>115,000</u>
Property	Consideration / Advance \$..... <u>115,000</u>
NOT	Victorian Assets %..... Section
BE USED	Original / Counterpart / Collateral / Upstamp
	Transaction No..... <u>12021/2011</u>
	Endorsing Date..... <u>12/08/2011</u>
	Phone <u>05 8636 2010</u>
	Signature..... <u>Jh</u> No 15

THE BACK OF THIS FORM MUST NOT BE USED  
 Land Registry, 570 Bourke Street, Melbourne 3006

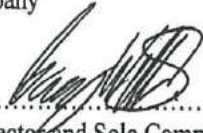
**AJ137167X**

1. Build construct erect or cause to be built constructed or erected or permit to remain on the said land hereby transferred or any part thereof any dwelling house or outbuildings which are not new and which are removed or transported to the burdened land from another place.
2. Use or allow the use of the land hereby transferred or any dwelling constructed thereon for a purpose other than residential purposes.

AND IT IS AGREED that this Covenant shall be noted and appear on every future certificate of title to the land hereby transferred and will run with the land."

Dated: 28/06/2011

EXECUTED by SIGNATURE PROPERTY )  
 GROUP (VIC) PTY, LTD, by being signed )  
 by the person who is authorised to sign for )  
 the company )



.....  
Sole Director and Sole Company Secretary

GARY JAMES WATTS  
Full Name

84 Meadowvale Drive, Grovedale, 3216  
Usual Address

Signed by the said Transferees )  
 in the presence of: )



.....  
Mark Stewart Clutterbuck



.....  
Aimee Nicole Matheson

Witness:.....  


Approval No. 1944107A

**T2**


Page 2 of 2

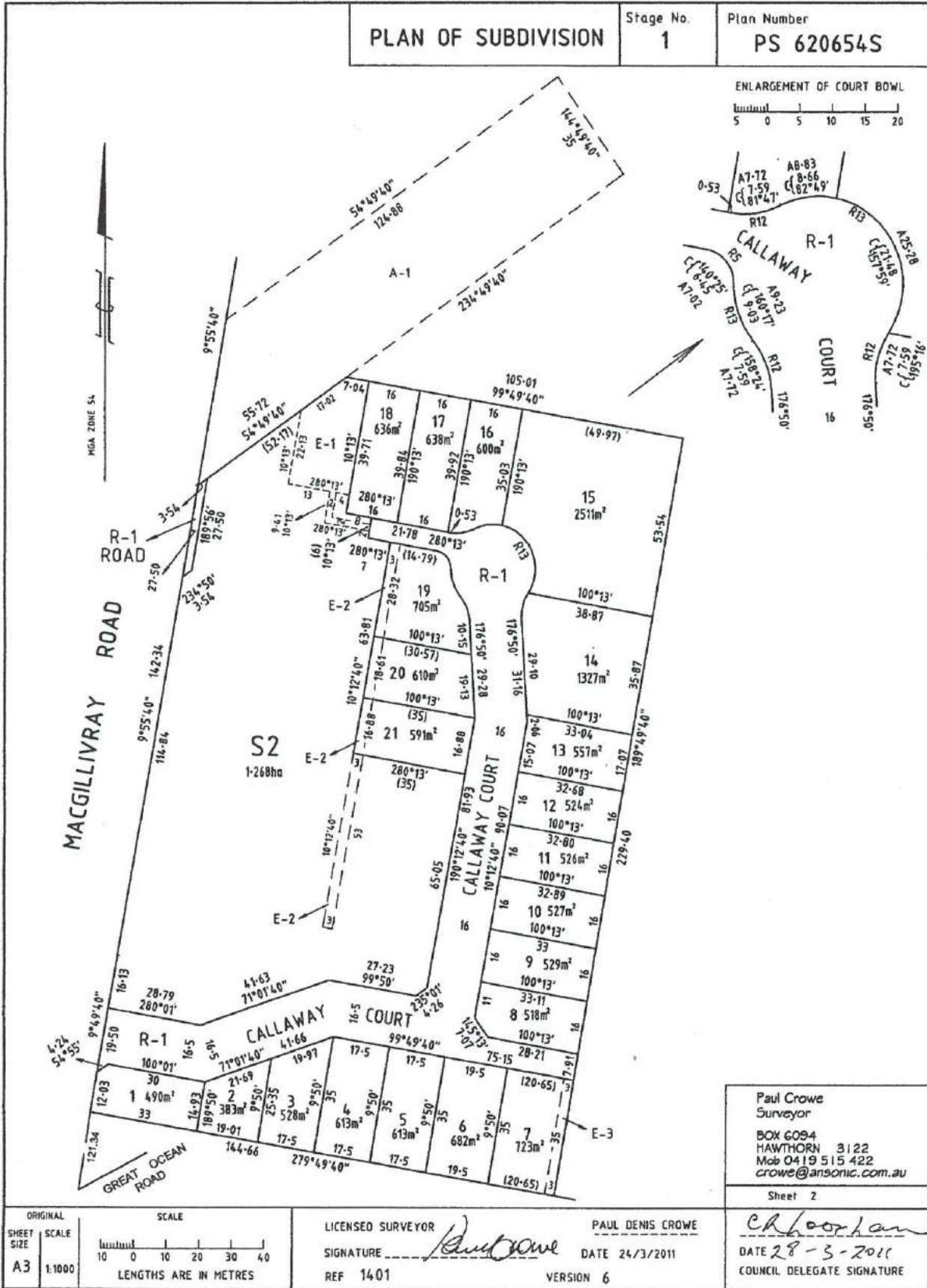


Anstat Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED  
Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010



<b>PLAN OF SUBDIVISION</b>		Stage No <b>1</b>	LTO use only EDITION <b>1</b>	<b>PS620654S</b> 18/04/2011 6350120 PS 
Location of Land PARISH OF NARRAWATURK PART OF CROWN ALLOTMENT 106  Title Reference: Vol 9543 Fol 337  Last Plan References: CP 155758  Postal Address: 10 MacGILLIVRAY ROAD PETERBOROUGH 3270  MGA Co-ordinates: (Of approx. centre of plan) E 662 750 Zone 54 N 5 725 900		Council Certification and Endorsement Council Name: <b>MOYNE SHIRE COUNCIL</b> <span style="float: right;">Ref. SUB10/0026</span> <del>1 This plan is certified under section 6 of the Subdivision Act 1988</del> 2 This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 <b>23/3/2011</b> 3 This is a statement of compliance issued under section 21 of the Subdivision Act 1988  Open Space (i) A requirement for public open space under section 18 Subdivision Act 1988 has <del>not</del> been made (ii) The requirement has been satisfied <del>(iii) The requirement is to be satisfied in Stage</del> Council Delegate <i>CR Houston</i> <del>Council seal</del> Date <b>28, 3, 2011</b>		
Vesting of Roads or Reserves				
Identifier	Council/Body/Person			
ROAD R1	MOYNE SHIRE COUNCIL			
Notations				
Depth Limitation: 15-24 METRES		Staging This is a staged subdivision Planning Permit No. PL07/239		
FURTHER PURPOSE OF THIS PLAN: To remove that part of the easement E-1 shown on LP122779 which is contained within the boundaries of this land. Grounds for Removal: By Direction in the planning Permit No. PL07/239		THE LAND IN THIS PLAN IS BASED ON SURVEY  This survey has been connected to Permanent Mark Nos. 17 AND 44 (NARRAWATURK) In Proclaimed Survey Area ----		
Easement Information				LR use only
Legend: E - Encumbering Easement or Condition in Crown Grant in Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)				Statement of Compliance / Exemption Statement
				Received <input checked="" type="checkbox"/>
				Date 18/04/2011
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	MOYNE SHIRE COUNCIL
E-2	DRAINAGE	3	THIS PLAN	MOYNE SHIRE COUNCIL
E-3	SEWERAGE	3	THIS PLAN	WANNON REGION WATER CORPORATION
A-1	DRAINAGE	35	LP122779	LOTS ON LP122779
				LR use only
				PLAN REGISTERED
				TIME 12.49 PM
				DATE 10/06/2011
				<b>Mark Cagdas</b> Assistant Registrar of Titles
				Sheet 1 of 2 sheets
Paul Crowe Surveyor BOX 6094 HAWTHORN 3122 Mob 0419 515 422 crowe@ansoninc.com.au		LICENSED SURVEYOR <b>PAUL DENIS CROWE</b> SIGNATURE <i>Paul Crowe</i> REF 1401 VERSION 6 24/3/2011		<i>CR Houston</i> DATE <b>28-3-2011</b> COUNCIL DELEGATE SIGNATURE Original sheet size A3





# MOYNE SHIRE COUNCIL

ABN: 69 056 376 923

## SECOND INSTALMENT NOTICE 2017/2018

RATES AND CHARGES DECLARED BY COUNCIL ON THE 27th JUNE 2017  
(CAPITAL IMPROVED VALUE USED FOR RATING PURPOSES)



023-3216 (5288)

M S Clutterbuck &  
A N Clutterbuck  
PO Box 56  
BELMONT VIC 3216

SHIRE COUNCIL: Princes Street, Port Fairy, 3284  
MAIL TO: PO Box 51, Port Fairy, 3284  
TELEPHONE: 1300 656 564  
WEB: [www.moyne.vic.gov.au](http://www.moyne.vic.gov.au)  
OFFICE HOURS: 8.45AM TO 4.45pm MONDAY TO FRIDAY

Rate Account Number 532185	Rating Period 01/07/2017 - 30/06/2018	Issue Date 01/11/2017	Level of Value Date 01/01/2016	Operative Date of Valuation 01/07/2016
Site Value \$113,000	Capital Improved Value \$113,000	Net Annual Value \$5,650		
DESCRIPTION OF PROPERTY:	4 Callaway Court PETERBOROUGH VIC 3270 NARRAWAT Lot 4 PS 620654S 613.000000 M2			
RATING DETAILS:	Arrears outstanding Instalment	\$173.98 \$169.00		
Instalment Amount Payable by 30/11/2017		\$342.98		
<i>Payments received after 1st November 2017 have not been deducted from this account.</i>				
REMAINING INSTALMENTS:				
28/02/2018	\$169.00			
31/05/2018	\$169.00			

See reverse side of this notice for important information and payment detail.



Billers Code: 71944  
Ref: 5321 858

BPAY® this payment via internet or phone banking.  
BPAY View® - View and pay this bill using internet banking.  
BPAY View Registration No.: 5321 858



Billers Code: 2381  
Ref: 5321 858

For credit:  
MOYNE SHIRE COUNCIL



Billers Code: 71944  
Ref: 5321 858



\*2381 5321858

## MOYNE SHIRE COUNCIL

Name  
M S Clutterbuck &  
Rate Account Number  
532185  
Instalment amount  
\$342.98  
Due date  
30/11/2017

## PAYMENT AMOUNT

Drawer	Bank	Branch
<input type="text"/>	<input type="text"/>	<input type="text"/>
Trancode	User code	Customer reference number
<input type="text" value="831"/>	<input type="text" value="066844"/>	<input type="text" value="5321858"/>

\$

<066844> <000000005321858> >



Wannon Region Water Corporation  
 ABN 94 007 404 851

1300 926 666  
 www.wannonwater.com.au  
 Date of Issue: 13 Feb 2018  
 Next Reading: 14 May 2018

TAX INVOICE / STATEMENT



145313-001 000592(1267) R

M S Clutterbuck & A N Matheson  
 PO Box 56  
 BELMONT VIC 3216

Account Number  
**40-1370-0250-01-7**

Invoice Number  
**3460618**

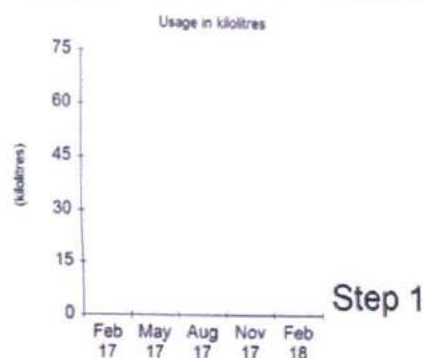
**\$ 0.25 CR**

Account in credit  
 No payment required

Service Address: 4 Callaway Ct, Peterborough VIC 3270

Classification: Residential

<b>Opening Balance</b>	<b>\$129.27</b>
Payment received on 23 Jan 2018	\$129.52 CR
Payment received on 8 Jan 2018	\$129.27 CR
Payment Adjustment	\$0.21 CR
Interest to date of issue	\$0.21
<b>Balance</b>	<b>\$129.52 CR</b>
<b>Current Charges</b>	
Water Usage	\$0.00
Water Service	\$74.35
Sewerage Service	\$54.92
<b>Total</b>	<b>\$129.27</b>
<b>Total (Account is in Credit)</b>	<b>\$0.25 CR</b>
Total includes GST of	\$0.00

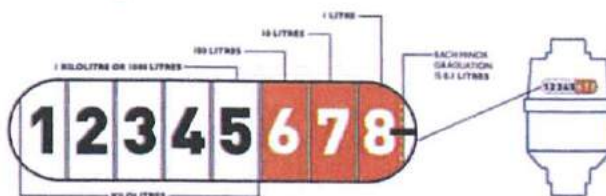


Av. Daily Use 0.000 kL/day  
 Av. Daily Cost \$1.42/day

**High water use? Check for water leaks.**

**How to check for leaks:**

1. Simply turn off all water appliances and read your water meter. Make sure no water is used over one hour.
2. Take another meter reading after the hour has passed.
3. If the two readings are not the same then your property may have a leak that should be investigated by a licensed plumber.



To read your water meter, simply locate the display numbers on the meter. They should look like the image above.



# Land Tax Clearance Certificate

## Land Tax Act 2005



INFOTRACK / VAN BEVEREN & ASSOCIATES

**Your Reference:** JVB-18/0487

**Certificate No:** 24471592

**Issue Date:** 05 NOV 2018

**Enquiries:** CXE2

**Land Address:** 4 CALLAWAY COURT PETERBOROUGH VIC 3270

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38933522	4	620654	11277	451	\$0.00

**Vendor:** AIMEE MATHESON & MARK CLUTTERBUCK

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS AIMEE NICOLE CLUTTERBUCK	2018	\$113,000	\$0.00	\$0.00	\$0.00

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to:

[www.sro.vic.gov.au/certificates](http://www.sro.vic.gov.au/certificates)

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMP VALUE:** \$113,000

**SITE VALUE:** \$113,000

**AMOUNT PAYABLE:** \$0.00

## Land Tax Clearance Certificate - Remittance Advice

**Certificate No:** 24471592

**Land ID:** 38933522

**Amount Payable:** \$0.00

State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.  
Do not mark below this line.

<0000000000<0000000000>024471592000<024471592000>424<424>

# Notes to certificates under Section 105 of the *Land Tax Act 2005*



Certificate No: 24471592

- Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
  - the vendor, or
  - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$113,000

Calculated as \$0 plus (\$113,000 - \$0) multiplied by 0.000 cents.

## Further information

Internet	<a href="http://www.sro.vic.gov.au">www.sro.vic.gov.au</a>
Email	<a href="mailto:sro@sro.vic.gov.au">sro@sro.vic.gov.au</a> (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

## Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



### Payment by mail:

- State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001





\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Van Beveren & Associates C/- Smokeball (TriSearch)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 410797

NO PROPOSALS. As at the 1st November 2018, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

4 CALLAWAY COURT, PETERBOROUGH 3270  
SHIRE OF MOYNE

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 1st November 2018

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 30026745 - 30026745103048 '410797'

**GST WITHHOLDING NOTICE**

Purchaser must make a GST Withholding Payment:  No  Yes  
(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

**GST Withholding Payment Details – Notice under section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth)**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name: Mark Stewart Clutterbuck and Aimee Nicole Matheson

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of the GST Withholding Payment: %

Amount purchaser must pay – price multiplied by the GST withholding rate: \$

Amount must be paid:  at completion  at another time (specify):

Is any of the consideration not expressed as an amount in money?  No  Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):



**Property Report** from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 31 October 2018 04:41 PM

**Address:** 4 CALLAWAY COURT PETERBOROUGH 3270

**Lot / Plan:** Lot 4 PS620654

**SPI (Standard Parcel Identifier):** 4\PS620654

**Local Government (Council):** MOYNE **Council Property Number:** 532185

**Directory Reference:** VicRoads 512 C2

**This property is in a designated bushfire prone area.**

**Special bushfire construction requirements apply. Planning provisions may apply.**

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

### Parcel Details

Lot/Plan or Crown Description	SPI
Lot 4 PS620654	4\PS620654

### State Electorates

**Legislative Council:** WESTERN VICTORIA

**Legislative Assembly:** POLWARTH

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Urban Water Corporation:** Wannon Water

**Melbourne Water:** outside drainage boundary

**Power Distributor:** POWERCOR (Information about [choosing an electricity retailer](#))

### Planning Zone Summary

**Planning Zone:**

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

**Planning Overlays:**

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 24 \(DDO24\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 2 \(ESO2\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 2 \(SLO2\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3 \(SLO3\)](#)

**Areas of Aboriginal Cultural Heritage Sensitivity:** All or part of this property is an 'area of cultural heritage sensitivity'.

### Further Planning Information

Planning scheme data last updated on 17 October 2018.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of the land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a **Planning Certificate** go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

### **Areas of Aboriginal Cultural Heritage Sensitivity**

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2007, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2007, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered.

One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

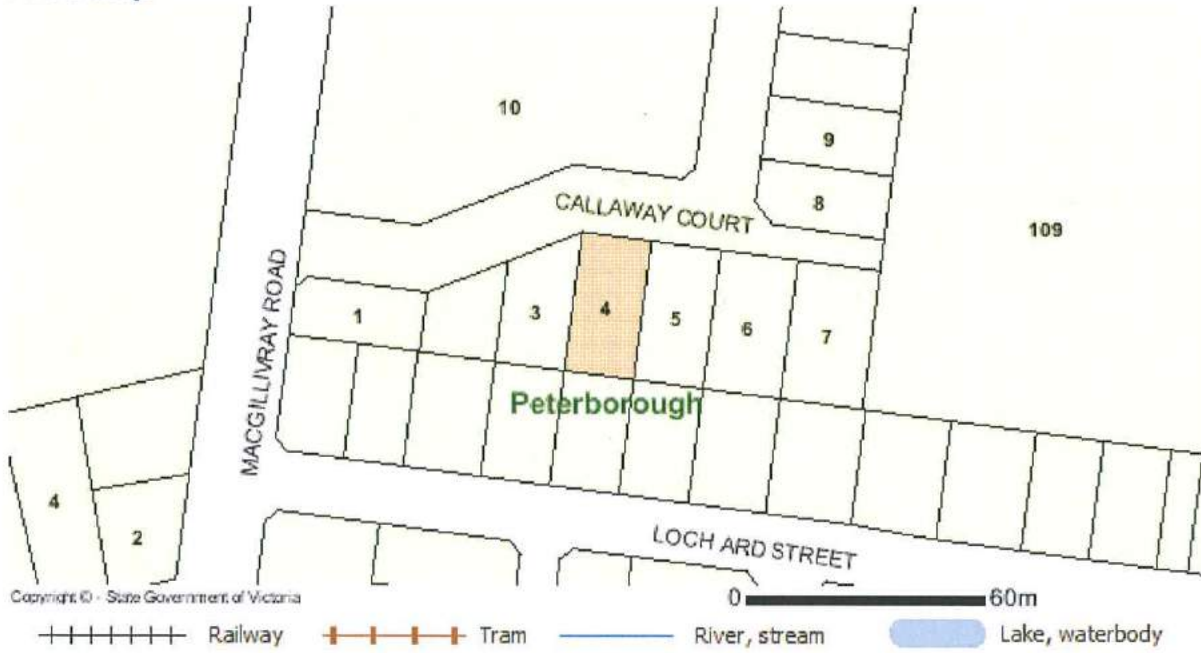
More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2007, can also be found here -

<https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

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### Area Map



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## Planning Property Report

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 31 October 2018 04:41 PM

**Address:** 4 CALLAWAY COURT PETERBOROUGH 3270

**Lot / Plan:** Lot 4 PS620654

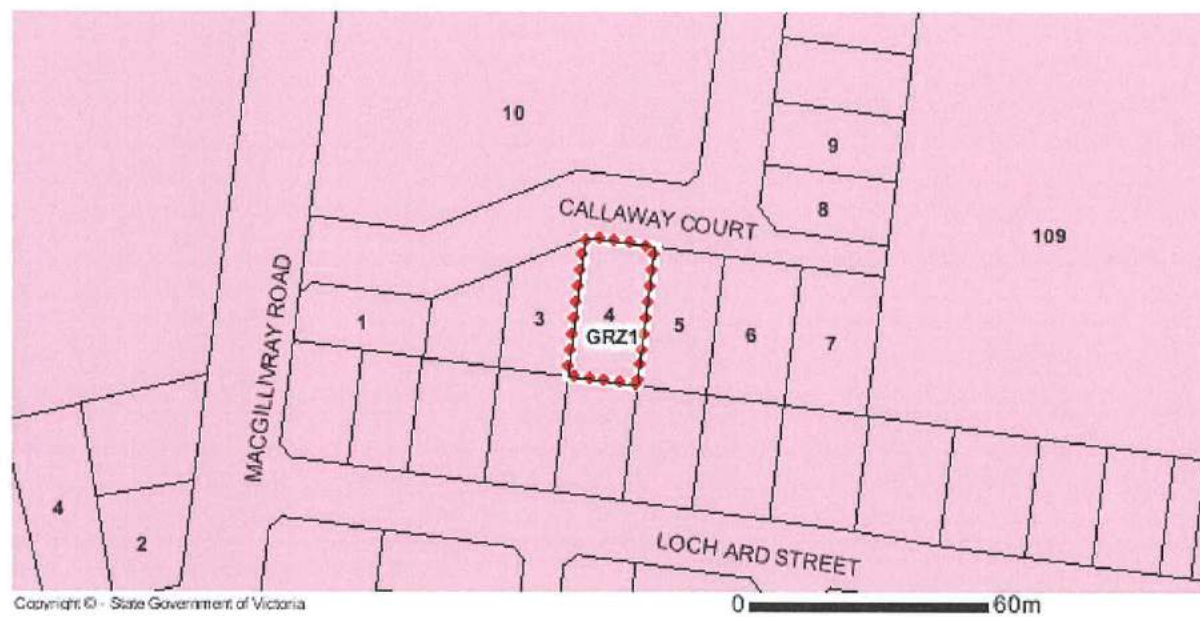
**Local Government (Council):** MOYNE **Council Property Number:** 532185

**Directory Reference:** VicRoads 512 C2

### Planning Zone

GENERAL RESIDENTIAL ZONE (GRZ)


















































GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)







Note: labels for zones may appear outside the zone boundary - please compare the labels with the legend.



**Zones Legend**

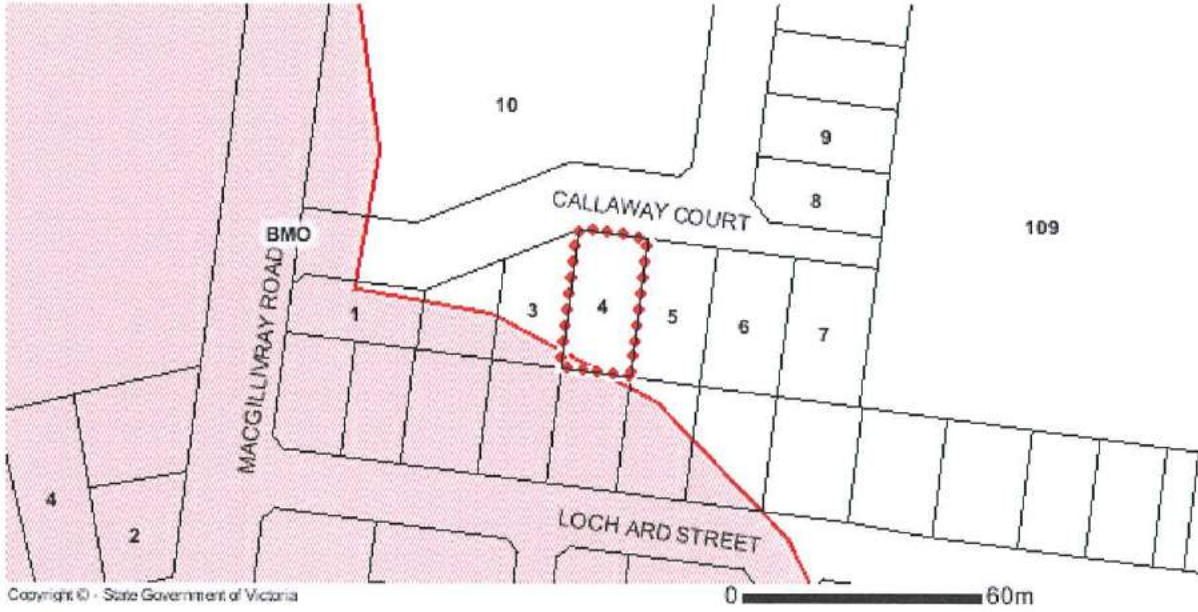
	ACZ - Activity Centre		IN1Z - Industrial 1		R1Z - General Residential
	B1Z - Commercial 1		IN2Z - Industrial 2		R2Z - General Residential
	B2Z - Commercial 1		IN3Z - Industrial 3		R3Z - General Residential
	B3Z - Commercial 2		LDRZ - Low Density Residential		RAZ - Rural Activity
	B4Z - Commercial 2		MUZ - Mixed Use		RCZ - Rural Conservation
	B5Z - Commercial 1		NRZ - Neighbourhood Residential		RDZ1 - Road - Category 1
	C1Z - Commercial 1		PCRZ - Public Conservation & Resource		RDZ2 - Road - Category 2
	C2Z - Commercial 2		PDZ - Priority Development		RGZ - Residential Growth
	CA - Commonwealth Land		PPRZ - Public Park & Recreation		RLZ - Rural Living
	CCZ - Capital City		PUZ1 - Public Use - Service & Utility		RUZ - Rural
	CDZ - Comprehensive Development		PUZ2 - Public Use - Education		SUZ - Special Use
	DZ - Dockland		PUZ3 - Public Use - Health Community		TZ - Township
	ERZ - Environmental Rural		PUZ4 - Public Use - Transport		UFZ - Urban Floodway
	FZ - Farming		PUZ5 - Public Use - Cemetery/Crematorium		UGZ - Urban Growth
	GRZ - General Residential		PUZ6 - Public Use - Local Government		Urban Growth Boundary
	GWAZ - Green Wedge A		PUZ7 - Public Use - Other Public Use		
	GWZ - Green Wedge		PZ - Port		

	Railway		Tram		River, stream		Lake, waterbody
--	---------	---	------	---	---------------	--	-----------------

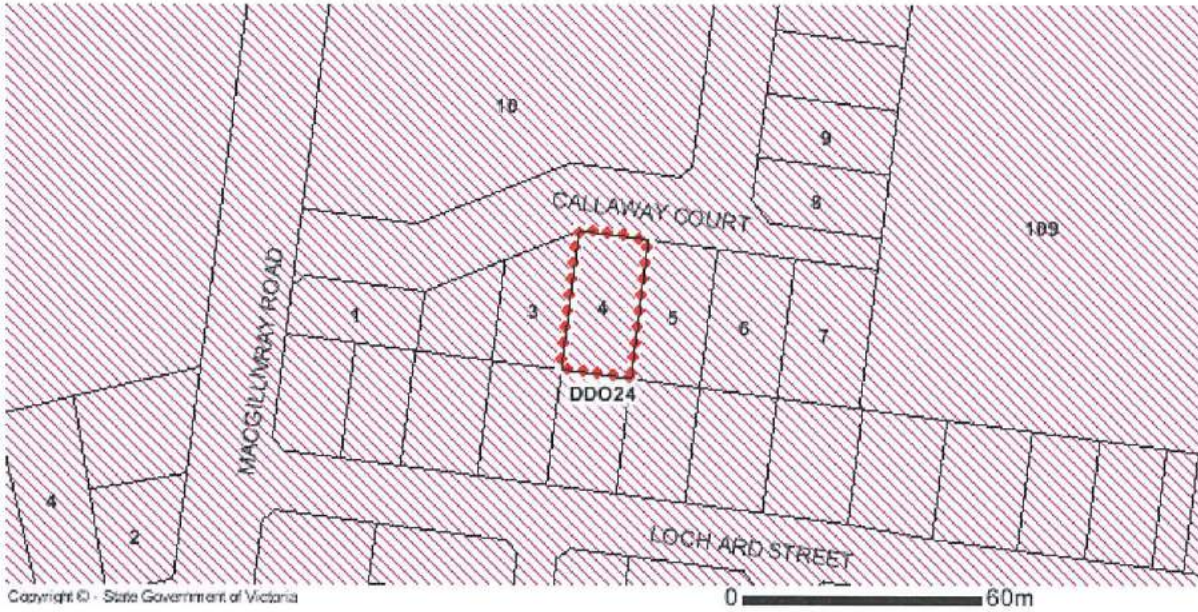
## Planning Overlays

### BUSHFIRE MANAGEMENT OVERLAY (BMO)



### DESIGN AND DEVELOPMENT OVERLAY (DDO)

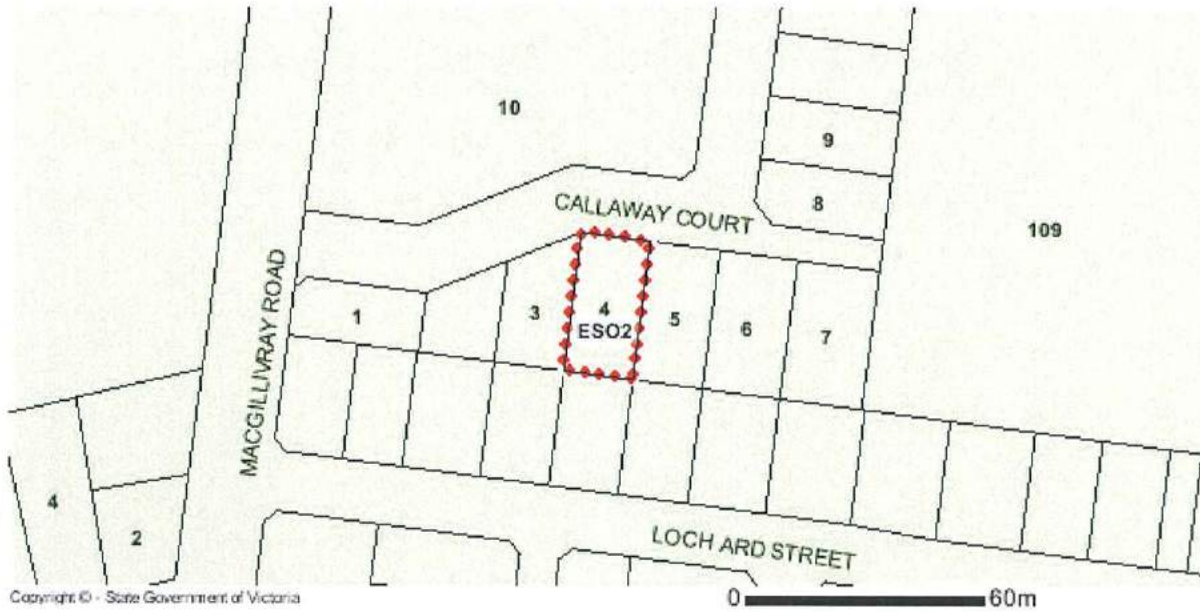
#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 24 (DDO24)



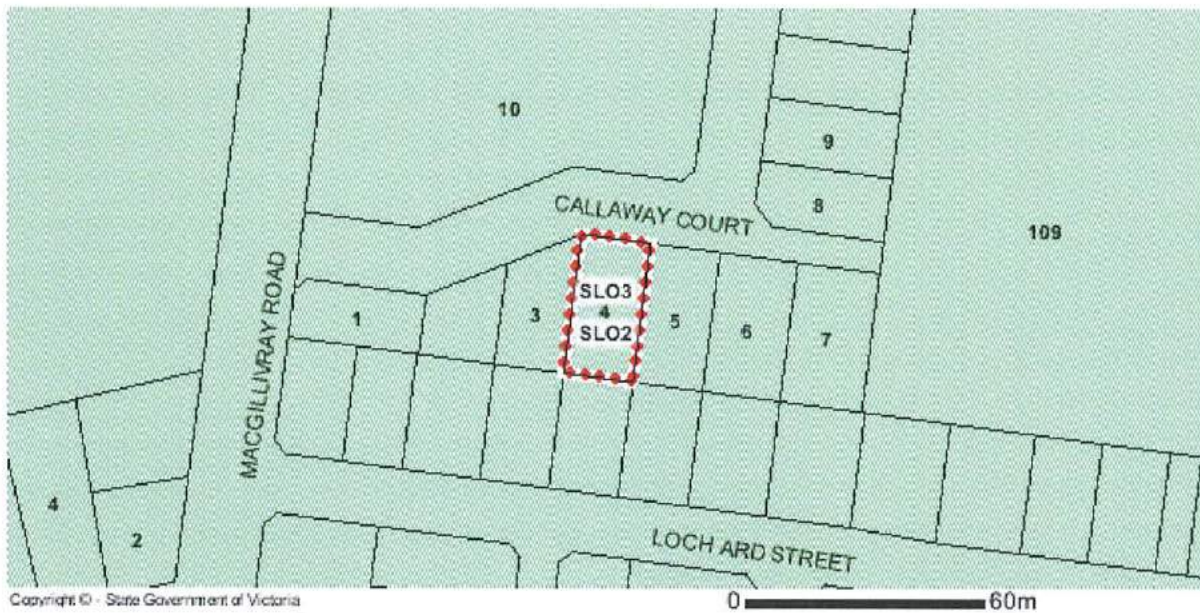
### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

#### ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 2 (ESO2)





- [SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)
- [SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 2 \(SLO2\)](#)
- [SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3 \(SLO3\)](#)



**Overlays Legend**

- |  |                                      |
|--|--------------------------------------|
| AEO - Airport Environs                   | IPO - Incorporated Plan              |
| BMO - Bushfire Management                | LSID - Land Subject to Inundation    |
| CLPO - City Link Project                 | MAEO1 - Melbourne Airport Environs 1 |
| DCPO - Development Contributions Plan    | MAEO2 - Melbourne Airport Environs 2 |
| DDO - Design & Development               | NCO - Neighbourhood Character        |
| DDOPT - Design & Development Part        | PO - Parking                         |
| DPO - Development Plan                   | PAO - Public Acquisition             |
| EAO - Environmental Audit                | RO - Restructure                     |
| EMO - Erosion Management                 | RCO - Road Closure                   |
| ESO - Environmental Significance         | SBO - Special Building               |
| FO - Floodway                            | SLO - Significant Landscape          |
| HO - Heritage                            | SMD - Salinity Management            |
| ICPO - Infrastructure Contributions Plan | SRD - State Resource                 |
| Railway                                  | VPO - Vegetation Protection          |
| Tram                                     | River, stream                        |
| Lake, waterbody                          |                                      |



Note: due to overlaps some colours may not match those in the legend.

---

## Further Planning Information

Planning scheme data last updated on 17 October 2018.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of the land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a **Planning Certificate** go to [Titles and Property Certificates](#)

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

---

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2007, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2007, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered.

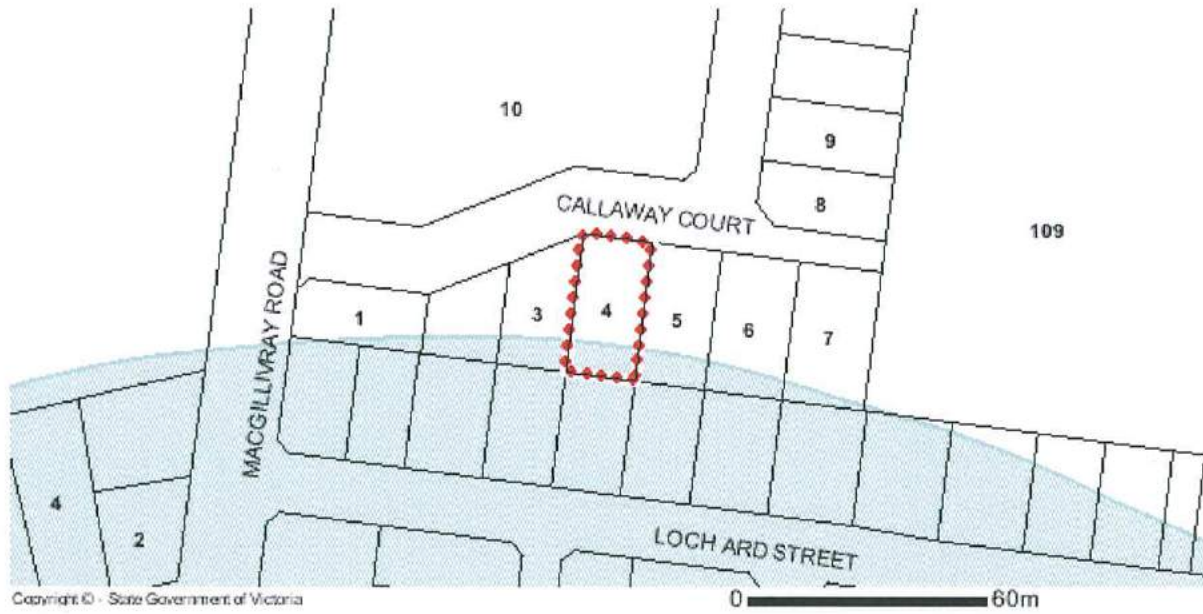
One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2007, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>





**Aboriginal Cultural Heritage Sensitivity**

- Aboriginal Cultural Heritage Sensitivity
- Selected Land
- Railway
- Tram
- River, stream
- Lake, waterbody

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## Bushfire Prone Area Report

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 31 October 2018 04:41 PM

**Address:** 4 CALLAWAY COURT PETERBOROUGH 3270

**Lot / Plan:** Lot 4 PS620654

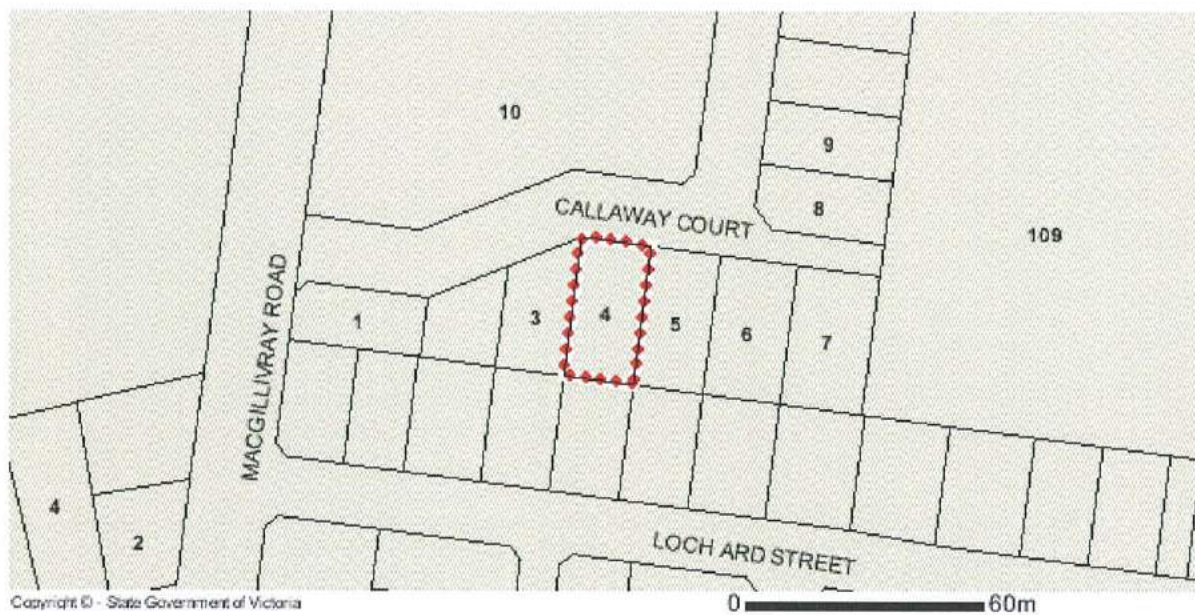
**Local Government (Council):** MOYNE **Council Property Number:** 532185

**Directory Reference:** VicRoads 512 C2

**This property is in a designated bushfire prone area.**

**Special bushfire construction requirements apply. Planning provisions may apply.**

### Designated Bushfire Prone Area Map



#### Bushfire Prone Area Legend



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016, 2 June 2017, 6 November 2017, 16 May 2018 and 16 October 2018.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)



Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas in Victoria visit [Planning Schemes Online](#)

For Planning Scheme provisions for this property return to the GetReports list and select the Planning Property Report

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).

# Due diligence checklist

## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

### Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

## Growth areas

### Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

## Flood and fire risk

### Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

## Rural properties

### Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

### Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)



## **Land boundaries**

### **Do you know the exact boundary of the property?**

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## **Planning controls**

### **Can you change how the property is used, or the buildings on it?**

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### **Are there any proposed or granted planning permits?**

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## **Safety**

### **Is the building safe to live in?**

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

## **Building permits**

### **Have any buildings or retaining walls on the property been altered, or do you plan to alter them?**

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### **Are any recent building or renovation works covered by insurance?**

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## **Utilities and essential services**

### **Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?**

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## **Buyers' rights**

### **Do you know your rights when buying a property?**

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.