

DATED

2019

**PETER LLOYD MOULTON AND KERRY ANN MOULTON**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 2/160 Church Street, Grovedale 3216**

**TOWN HALL CONVEYANCING**

Licensed Conveyancers

5b Little Rynie Street

Geelong Vic 3220

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Ref: AJS:801834

**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**            **2/160 Church Street, Grovedale 3216**

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 ..... / ..... /2019

**Print name(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 ..... / ..... /2019

**Print name(s) of person(s) signing:**            **PETER LLOYD MOULTON AND KERRY ANN MOULTON**

**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*.



**Property address**

The address of the land is: **2/160 Church Street, Grovedale 3216**

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

**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; and
- 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 :

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

**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 the last page; and*
- *attach additional pages if there is not enough space*

### 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" 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 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 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 in special 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 to 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 the 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 of 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, conveyance 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 a manner authorised 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 insurer 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 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 days 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 in 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 in 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.

**13. AUCTION**

The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land (Public Auctions) Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules. The rules are as follows:

- 1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
- 2. The auctioneer may refuse any bid.
- 3. The auctioneer may determine the amount by which the bidding is to be advanced.
- 4. The auctioneer may withdraw the property from sale at any time.
- 5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
- 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
- 7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
- 8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

**14. GUARANTEE**

- 14.1 If the purchaser is a proprietary limited company ("corporation"), the purchaser will procure the execution of the attached guarantee by each of the directors of the corporation at the time of signing this contract by the purchaser;
- 14.2 If any director of the corporation does not sign the attached guarantee at the time of the signing of this contract by the purchaser, a director subsequently requested to execute the attached guarantee must do so within seven days of the request;
- 14.3 If any person required to execute the guarantee fails to do so, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.

**15. NO REPRESENTATIONS**

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting the sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this Contract.

**16. DWELLING**

The land and buildings (if any) as sold and inspected by the purchaser are sold on the basis of existing improvements and the purchaser shall not make any requisitions or claim any compensation for any deficiency or defect in the improvements as to their suitability for occupation or otherwise including any requisitions in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements.

**17. AMENDMENT TO GENERAL CONDITIONS**

General Conditions 24.4 to 24.6 inclusive are deleted and do not apply to this Contract of Sale.

**18. Identity of the land mistakes and omissions**

An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

**19. Property - Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf;

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

**20. Whole agreement**

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

# General Conditions

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

## 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 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 predominately 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 be described by a 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 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. BUILDING 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 10.00 a.m. and 4.00 p.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 is sold 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 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 than 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 a 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 adjustment 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.

## GUARANTEE

The following Guarantee and Indemnity shall be executed by each person who executes this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if a Corporation) and by any other person described herein.

I/WE,

### I. GUARANTEE

#### 1.1. Guaranteed Moneys

If at any time default shall be made in payment of the deposit or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser the Guarantor will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit residue of purchase money interest or other monies which shall then be due and payable to the Vendor ("the Guaranteed Moneys") and hereby indemnify and agree to keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser.

#### 1.2 Continuing Guarantee

This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by:

- (a) any neglect or forbearance on the part of the Vendor(s) in enforcing payment of any of the monies payable under the Contract;
- (b) the performance or observance of any of the agreements obligations or conditions under the Contract;
- (c) by time being given to the Purchaser(s) for any such payment performance or observance;
- (d) by reason of the Vendor assigning its rights under the Contract;
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.
- (f) this Guarantee is a continuing security notwithstanding any settlement of account, intervening payment or anything else, and is irrevocable until discharged in accordance with its terms.

#### 1.3 Obligations Guaranteed

In consideration of the Vendor agreeing, at the request of the Guarantor, to enter into the Contract the Guarantor unconditionally guarantees to the Vendor:

- (a) the due and punctual payment by the Purchaser of the Guaranteed Moneys; and
- (b) the due and punctual performance by the Purchaser of the Purchaser's obligations.

#### 1.4 Result of Non-Payment

If the Purchaser defaults in the due and punctual payment of the Guaranteed Moneys, or any part of them, the Guarantor shall pay those moneys on demand to or as directed by the Vendor.

### **1.5 Result of Non Performance**

If the Purchaser defaults in the due and punctual performance of any of the Purchaser's obligations, the Guarantor unconditionally indemnifies the Vendor against all consequential loss which the Vendor may suffer, and shall pay the amount of any such loss on demand to or as directed by the Vendor.

## **2. GUARANTOR'S OBLIGATIONS**

### **2.1 Principal Obligations**

The Guarantor's obligations:

- (a) are principal obligations and not ancillary or collateral to any other obligation; and
- (b) may be enforced against the Guarantor without the Vendor being required to exhaust any remedy it may have against the Purchaser or to enforce any security it may hold with respect to the Purchaser's obligations.

### **2.2 Obligations Absolute and Unconditional**

The Guarantor's obligations are absolute and unconditional and the liability of the Guarantor under this Guarantee extends to and will not be affected by any act, omission, matter or thing which, but for this provision might operate to exonerate it from the Guarantor's obligations in whole or in part including, without limitation, any one or more of the following (whether occurring with or without the consent of any person):

- (a) the grant to the Purchaser, the Guarantor or any other person of any time, waiver or other indulgence or concession or any whole or partial discharge or release of the Purchaser, the Guarantor or any other person;
- (b) any transaction or arrangement that may take place between the Vendor and the Purchaser, the Guarantor or any other person;
- (c) the winding up or bankruptcy or death of the Purchaser, the Guarantor or any other person;
- (d) the fact that the Vendor or any other person takes or fails to take any other Guarantee or Security from any person;
- (e) the fact that the Vendor or any other person exercises or refrains from exercising any other Guarantee or Security or any of the rights, powers or remedies conferred on it by law or by any agreement, or fails to recover, by exercise of any such rights, any moneys owing to the Vendor by the Purchaser;
- (f) the variation (including a variation which increases the guaranteed moneys or the Purchaser's obligations), replacement, extinguishment, loss, release, discharge, abandonment or transfer either in whole or in part of any agreement or document relating to the Purchaser's obligations including any other guarantee or security now or in the future held by the Vendor from any person;
- (g) the Purchaser's obligations or the Guarantor's obligations or the obligations of any other person under any agreement or document relating to the Purchaser's obligations or the Guarantor's obligations, including any other Guarantee or Security, being or becoming wholly or partially illegal, void, voidable or unenforceable;
- (h) the failure by the Vendor to give notice to the Guarantor of any default by the Purchaser or any other person;

- (i) any legal limitation, disability, incapacity or other circumstance related to the Guarantor, the Purchaser or any other person;
- (j) the fact that any person who was intended to be bound as a Guarantor or surety in respect of the Purchaser's obligations does not become bound or, having done so, ceases to be so bound;
- (k) any Teaches, acquiescence, delay, acts, omissions or mistake on the part of, or suffered by the Vendor or any other person, in relation to this Guarantee or any other Guarantee, security interest, agreement or negotiable instrument;
- (l) the Vendor's' becoming a party to any compromise or scheme or assignment of property by or relating to the Purchaser or the Guarantor or the acceptance by the Vendor of any dividend or sum of money under any such compromise, scheme or assignment;
- (m) any judgment or rights which the Vendor may have or exercise against the Purchaser, the Guarantor or any other person;
- (n) the nomination by the Purchaser of a Substituted Purchaser;
- (o) if the Purchaser or the Guarantor is a member of any partnership, any change in the membership of that partnership; or
- (p) if the Guarantor or the Purchaser is a trustee, any breach of trust or any variation of the terms or determination of the trust.

### **2.3 Vendor not Accountable**

The Guarantor may not hold the Vendor liable for any loss of any kind suffered by the Guarantor as a result (either direct or indirect) of a release or dealing with any Guarantee or security including, without limitation, any prejudice to or loss of the Guarantor's rights of subrogation.

## **3. REINSTATEMENT OF VENDOR'S RIGHTS**

### **3.1 Preference**

If, after any payment, transaction or transfer is made or effected in respect of the Purchaser's obligations, a claim is made that the payment, transaction or transfer is void or voidable under any law relating to bankruptcy or winding up or protection of creditors, and that claim is upheld, conceded or compromised:

- (a) the Vendor's rights are to be reinstated and will be the same in respect of that payment, transaction or transfer, or the relevant part of it, as if it had not been made; and
- (b) the Guarantor shall immediately do anything (including the signing of documents) required by the Vendor to restore to the Vendor any Guarantee or Security to which it was entitled immediately before that payment, transaction or transfer.

### **3.2 Conditional Release**

Any discharge or release between the Vendor and the Guarantor is subject to reinstatement of the Vendor's rights in accordance with this clause.

## **4. SUSPENSION OF GUARANTOR'S RIGHTS**

### **4.1 Suspension of Rights**

Until the Purchaser's obligations have been irrevocably paid and discharged in full, the Guarantor may not, without consent given by notice from the Vendor to the Guarantor:

- (a) share in any guarantee or security held or money received by the Vendor in respect of the Purchaser's obligations or stand in the place of the Vendor, in respect of any guarantee or security or right to receive money;
- (b) take any steps to enforce a right or claim against the Purchaser in respect of any money paid by the. Guarantor to the Vendor under this Guarantee; or
- (c) have or exercise any rights as surety in competition with the Vendor.

#### **4.2 Winding-up or Bankruptcy of Purchaser**

If the Purchaser is wound up or bankrupted, the Guarantor irrevocably authorises the Vendor (but without any obligation on the part of the Vendor) to:

- (a) prove for all moneys which the Guarantor has paid under this Guarantee; and
- (b) retain and carry to a suspense account and appropriate at the Vendor's discretion any dividends and other moneys received in respect of the guaranteed moneys.

### **5. GENERAL INDEMNITY**

#### **5.1 Indemnity in Respect of Purchaser's Obligations**

For the consideration mentioned herein, the Guarantor unconditionally indemnifies the Vendor against any loss which the Vendor may suffer because:

- (a) the Purchaser's obligations are unenforceable in whole or in part; or
- (b) the Guaranteed moneys, in whole or in part, are not recoverable from the Purchaser or having been recovered are repaid or restored.

#### **5.2 Payment under Indemnity**

The Guarantor shall pay to the Vendor on demand a sum equal to any loss in respect of which it indemnifies the Vendor under this clause, including any of the Guaranteed Moneys (or any moneys which, if recoverable, would have formed part of the Guaranteed Moneys) which are not or may not be recoverable.

#### **5.3 General Application of Indemnity**

The indemnities given by the Guarantor under this clause extend to any moneys which are not or may not be recoverable:

- (a) whether by reason of any legal limitation, disability or incapacity of or affecting the Purchaser or any other person;
- (b) whether the transactions or any of them relating to those moneys were void, illegal, voidable or unenforceable';
- (c) whether or not any of the relevant matters or facts were or ought to have been within the knowledge of the Vendor; and
- (d) whether by reason of any other fact or circumstance.

**6. GENERAL**

**6.1 Waiver**

The failure, delay, relaxation or indulgence on the part of any party in exercising any power or right given to that party under this Guarantee does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other exercise of it or the exercise of any other power or right under this Guarantee. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

**6.2 Assignment**

- (a) The Guarantor may not assign or transfer all or any part of its rights or obligations under this Guarantee without the prior consent of the Vendor.
- (b) The Vendor may assign or transfer all or any part of its rights or obligations under this Guarantee without the consent of the Guarantor.

**6.3 Charge**

The Guarantor jointly and severally charges (as beneficial owner) in favour of the Vendor all freehold and leasehold interests in land which they or any of them now have or during the currency of this Guarantee may acquire with the whole of their obligations hereunder.

**6.4 Execution by less than all Parties**

This Guarantee binds each of the persons executing it notwithstanding that one or more of the persons named in this Guarantee as a Guarantor may not execute or may not be or may cease to be bound by this Guarantee. The Vendor need not execute this Guarantee.

**6.5 Severability**

Any provision in this Guarantee which is invalid or unenforceable in any jurisdiction shall, for the purposes of that jurisdiction, be read down, if possible, so as to be valid and enforceable, or otherwise severed to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of the remaining provisions of this Guarantee or of that provision in any other jurisdiction.

**6.6 Counterparts**

This Guarantee may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

**SIGNED SEALED AND DELIVERED** by the  
Guarantors in the presence of:

)  
) .....

.....

# 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.

**Land**

2/160 Church Street, Grovedale 3216

**Vendor's name**

Peter Lloyd Moulton

**Date**

/ /

**Vendor's signature**

**Vendor's name**

Kerry Ann Moulton

**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)

(a) Are contained in the 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

	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): -

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
--

### 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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

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):

Are contained in the attached certificate.

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*.

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

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

Not applicable.

8. **SERVICES**

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 checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

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*.

Not Applicable.

### 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 1000m<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.)*

Is attached.

## 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)*

Registered Title Search Volume 11524 Folio 040;  
Owners Corporation Report;  
Instrument Search P245379L;  
Plan of Subdivision PS708876K;  
Land Property Report;  
Barwon Water Rates Notice;  
City of Greater Geelong Rates Notice;  
Building Permit 1575/006401/0;  
Occupancy Permit;  
Builders Warranty Insurance;  
2 Lot Subdivision Owners Corporation Certificate;  
Adroit Strata Insurance Policy;  
Due Diligence Checklist.

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

VOLUME 11524 FOLIO 040

Security no : 124078377795X

Produced 15/07/2019 04:06 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 708876K.  
PARENT TITLE Volume 09874 Folio 617  
Created by instrument PS708876K 06/10/2014

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors

KERRY ANN MOULTON  
PETER LLOYD MOULTON both of 30 BANKSIA PLACE GROVEDALE VIC 3216  
AM309677Q 07/11/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM309678N 07/11/2015  
NATIONAL AUSTRALIA BANK LTD

COVENANT P245379L

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.

DIAGRAM LOCATION

SEE PS708876K 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: UNIT 2 160 CHURCH STREET GROVEDALE VIC 3216

ADMINISTRATIVE NOTICES

NIL

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

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS708876K

DOCUMENT END

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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 15/07/2019 04:09:21 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS708876K**

The land in PS708876K is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1, 2.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

160 CHURCH STREET GROVEDALE VIC 3216

OC023625D 06/10/2014

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC023625D 06/10/2014

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	50	50
Lot 2	50	50
<b>Total</b>	<b>100.00</b>	<b>100.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

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F

9 **REGISTERED**  
MADE AVAILABLE  
TO ISSUE TO  
Lodging party

Lodged at the Titles Office by

Cooke + Casser

Titles Office Use Only

P 245379 L

090689 1125 45 30 P245379L

Code 674R

**VICTORIA**

**TRANSFER OF LAND**

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land (Note 5)  
Lot 2655 on Plan of Subdivision No. 215440N being the land comprised in Certificate of Title Volume 9874 Folio 617.

STAMP DUTY VICTORIA  
U#02C31 G#1 T#007536 00044075 08/06/89  
R#030880 D#44 \$538.00

Consideration (Note 6)

THIRTY THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$30,750.00)

Transferor (Note 7)

BIRKENHEAD ESTATES PTY. LTD.

Transferee (Note 8)

DARRON WESLEY JENSZ of Unit 10/42 Morang Road, Hawthorn

Estate and Interest (Note 9)

All its Estate and Interest in the fee simple.

Directing Party (Note 10)

NIL

Creation (or Reservation) of Easement and/or Covenant (Notes 11-12)

See Schedule "A"

44	Office of Titles Victoria
538	
STATUS V	
30150	
ASSIGNOR	

B T2  
20 JUL 1989



A memorandum of the within instrument has been entered in the Register Book.



Approval No. T2/1

SCHEDULE "A"

"... and the said transferee with the intent that the benefit of this covenant shall be attached to and run at law and in equity with each and every Lot on Plan of Subdivision No 215440N other than the said Lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said Lot DOES HEREBY for himself his transferees, executors, administrators and assigns and as a separate covenant COVENANT with the said Transferor and its transferees, successors and assigns or other the registered proprietor or proprietors for the time being of each and every Lot on the said Plan of Subdivision other than the Lot hereby transferred that the said transferee its transferees executors administrators and assigns shall not at any time build construct or erect or cause to be built constructed or erected or permit to remain erected on the said Lot hereby transferred or any part thereof any dwelling house other than one with external walls of brick, brick veneer, fibre cement, stone, concrete, glass or timber or any combination of same PROVIDED THAT timber or fibre cement shall not be used in external walls except as infill panels in conjunction with all or any of the other beforementioned materials and the proportion of timber and or fibre cement so used in relation to the total external wall area shall not exceed twenty five percent (25%) excluding glass and FURTHER PROVIDED THAT nothing in this Covenant shall preclude a building having the inner frame work of its external walls constructed of timber or other materials or a garage or other usual outbuildings being constructed of timber or other materials and this Covenant shall appear on the Certificate of Title to issue for the said Lot and run with the land."

Date d the 29<sup>th</sup> day of May 1989

(Note 13)

Execution and Attestation

(Note 14)

SIGNED in Victoria by BIRKENHEAD ESTATES PTY. )  
LTD. by its Attorney CHARLES BRUCE MITCHELL )  
under Power of Attorney dated 24th April, 1981 )  
a certified copy of which is filed in )  
Permanent Order Book No. 276 at Page 285 in )  
the presence of:

*Charles Bruce Mitchell*



SUFFICIENT  
AS TO P/A *fb*

SIGNED by the said DARRON WESLEY JENSZ )  
in the presence of:-



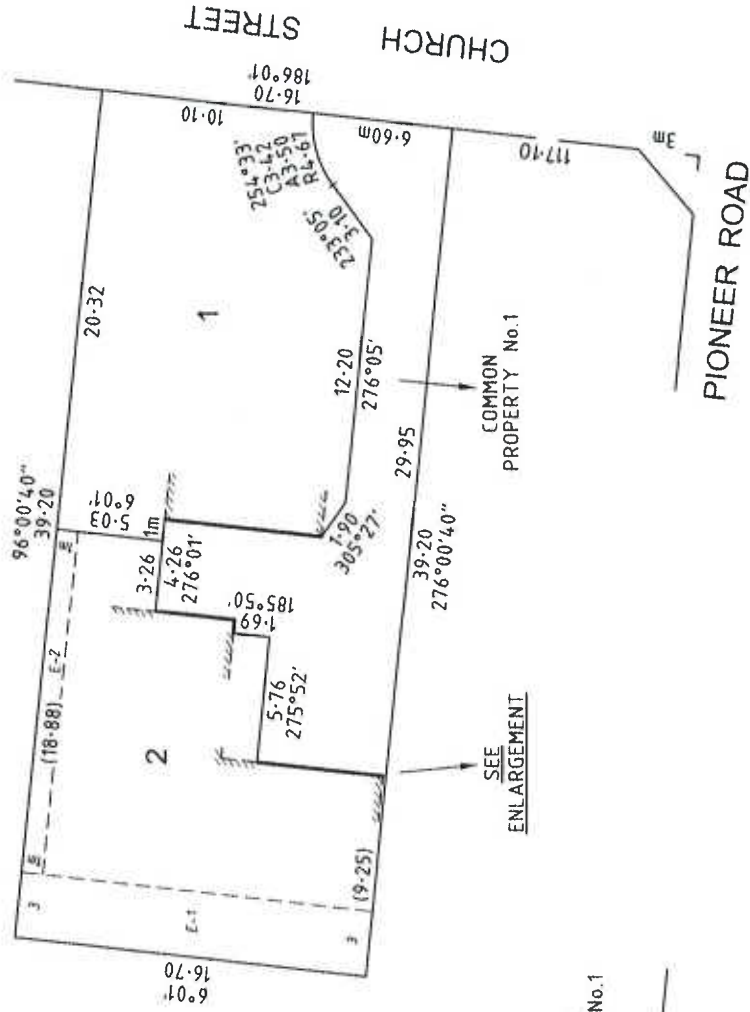
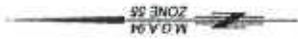
*[Signature]*  
.....



Signed by Council: City of Greater Geelong. Council Ref: 11575. Original Certification: 13/06/2014. Recertification: 05/09/2014. S.O.C.: 05/09/2014

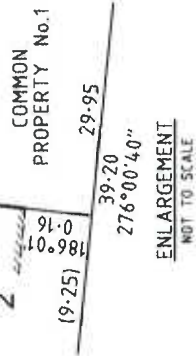
<b>PLAN OF SUBDIVISION</b>		<b>LV USE ONLY</b> EDITION 1	<b>PLAN NUMBER</b> <b>PS708876K</b>	
<b>LOCATION OF LAND</b>  <b>PARISH:</b> DUNEEED  <b>TOWNSHIP:</b>  <b>SECTION:</b>  <b>CROWN ALLOTMENT:</b>  <b>CROWN PORTION:</b> 18 (PART)  <b>TITLE REFERENCES:</b> VOL. 9874 FOL. 617  <b>LAST PLAN REFERENCE/S:</b> LOT 2655 ON PS 215440N  <b>POSTAL ADDRESS:</b> 180 CHURCH STREET <small>(At time of subdivision)</small> GROVEDALE 3216  <b>MGA CO-ORDINATES</b> E 265900      ZONE: 55 <small>(of approx centre of land</small> N 5788630 <b>GDA 94</b> <small>in plan)</small>		<b>MUNICIPALITY:</b> CITY OF GREATER GEELONG           <p style="text-align: center;"><b>NOTATIONS</b></p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS ARE EXTERNAL FACES.</p> <p>COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.</p>		
<b>VESTING OF ROADS AND/OR RESERVES</b>				
<b>IDENTIFIER</b>	<b>COUNCIL / BODY / PERSON</b>			
NIL	NIL			
<b>NOTATIONS</b>				
DEPTH LIMITATION: DOES NOT APPLY				
SURVEY: THIS PLAN IS <del>BASED</del> <b>NOT</b> BASED ON SURVEY TO BE COMPLETED WHERE APPLICABLE: THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 129, 60 IN PROCLAIMED SURVEY AREA No. -				
STAGING THIS <del>IS</del> <b>IS NOT</b> A STAGED SUBDIVISION. PLANNING PERMIT NO. 580/2012				
<b>EASEMENT INFORMATION</b>				
LEGEND    A - Appurtenant Easement    E - Encumbering Easement    R-Encumbering Easement (Road)				
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS ON THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE & DRAINAGE	3	LP205192M	LOTS ON LP205192M
	PIPELINES OR ANCILLARY PURPOSES	3	THIS PLAN & SECTION 136 WATER ACT 1989	BARWON REGION WATER CORPORATION
	DRAINAGE	3	THIS PLAN	CITY OF GREATER GEELONG
E-2	SEWERAGE	1	THIS PLAN	LOT 1 ON THIS PLAN
	DRAINAGE	1	THIS PLAN	LOT 1 ON THIS PLAN
<b>TGM Group Geelong</b> 1/27-31 Myers Street (PO Box 1137) Geelong Vic 3220 T: 03 5202 4000 F: 03 5202 4691 ABN: 11 525 568 461 www.tgmgroup.com <small>(A2) (M2) (Accreditation: Quality ISO 9001 - OH&amp;S AQ-NZS 4501 - Environmental ISO 14001)</small>		DIGITALLY SIGNED BY LICENSED SURVEYOR:  <div style="text-align: center; font-size: 1.2em; font-weight: bold;">DAVID R. RENDLE</div>		SHEET 1 OF 2 SHEETS ORIGINAL SHEET SIZE A3  PLAN REGISTERED: TIME: 5:06pm DATE: 6/10/14 KRB Assistant Registrar of Titles
		REF 10724-01	VERSION 4	

PLAN NUMBER  
**PS708876K**



SEE ENLARGEMENT

COMMON PROPERTY No.1



TGM Group Geelong 1207-311 Main Street (PO Box 1197) Geelong Vic 3220 T 03 5202 4600 F 03 5202 4691 ABN 11 125 968 461 www.tgmgroup.com.au JAB-ANZ Accountant Quality 250 9521 0348 453428 4537 - Endorsed 150 14821		SCALE LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE 1:200 A3	DIGITALLY SIGNED BY LICENSED SURVEYOR:	Sheet 2 of 2 Sheets
City of Greater Geelong Council Ref: 115/5, Original Certification: 13/06/2014, Recertification: 05/09/2014, S.O.C.: 05/09/2014		REF 10724-01	VERSION 4		

**Plan of Subdivision PS708876K  
Certifying a New Version of an Existing  
Plan concurrently with Statement of  
Compliance (Form 12)**



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S049319S  
Plan Number: PS708876K  
Responsible Authority Name: City of Greater Geelong  
Responsible Authority Reference Number 1: 11575  
Surveyor's Plan Version: 4

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 13/06/2014

**Statement of Compliance**

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made at Certification

Digitally signed by Council Delegate: Rory O'Loughlen  
Organisation: City of Greater Geelong  
Date: 05/09/2014

Signed by: Rory O'Loughlen (City of Greater Geelong) 05/09/2014

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 19 July 2019 12:12 PM

**Address:** UNIT 2/160 CHURCH STREET GROVEDALE 3216

**Lot and Plan Number:** Lot 2 PS708876

**Standard Parcel Identifier (SPI):** 2\PS708876

**Local Government (Council):** GREATER GEELONG **Council Property Number:** 356747

**Directory Reference:** Melway 465 E6

**This property is not in a designated bushfire prone area.  
No 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)

### State Electorates

**Legislative Council:** WESTERN VICTORIA

**Legislative Assembly:** SOUTH BARWON

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Urban Water Corporation:** Barwon Water

**Melbourne Water:** outside drainage boundary

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

### Planning Zone Summary

**Planning Zone:** [RESIDENTIAL GROWTH ZONE \(RGZ\)](#)  
[RESIDENTIAL GROWTH ZONE - SCHEDULE 2 \(RGZ2\)](#)

**Planning Overlay:** None

Planning scheme data last updated on 17 July 2019.

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 and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this 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 and 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)

Area Map

230  
180  
166  
131  
142  
202  
240



Copyright © - State Government of Victoria

+++++ Railway    +--+--+ Tram    ——— River, stream    [shaded] Lake, waterbody

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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 19 July 2019 12:12 PM

## PROPERTY DETAILS

Address: **UNIT 2/160 CHURCH STREET GROVEDALE 3216**

Lot and Plan Number: **Lot 2 PS708876**

Standard Parcel Identifier (SPI): **2\PS708876**

Local Government Area (Council): **GREATER GEELONG** [www.geelongaustralia.vic.gov.au](http://www.geelongaustralia.vic.gov.au)

Council Property Number: **356747**

Planning Scheme: **Greater Geelong** [planning-schemes.delwp.vic.gov.au/schemes/greatergeelong](http://planning-schemes.delwp.vic.gov.au/schemes/greatergeelong)

Directory Reference: **Melway 465 E6**

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **outside drainage boundary**

Power Distributor: **POWERCOR**

## STATE ELECTORATES

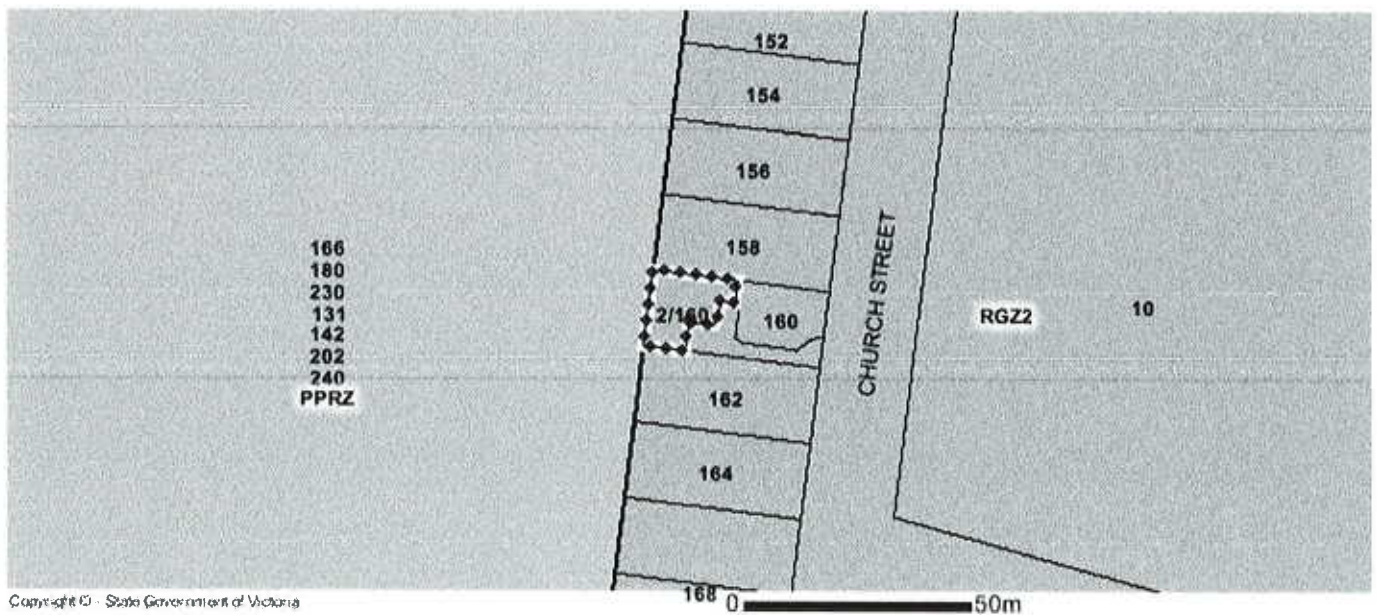
Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **SOUTH BARWON**

## Planning Zones

RESIDENTIAL GROWTH ZONE (RGZ)

RESIDENTIAL GROWTH ZONE - SCHEDULE 2 (RGZ2)



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PPRZ - Public Park & Recreation
  RGZ - Residential Growth

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

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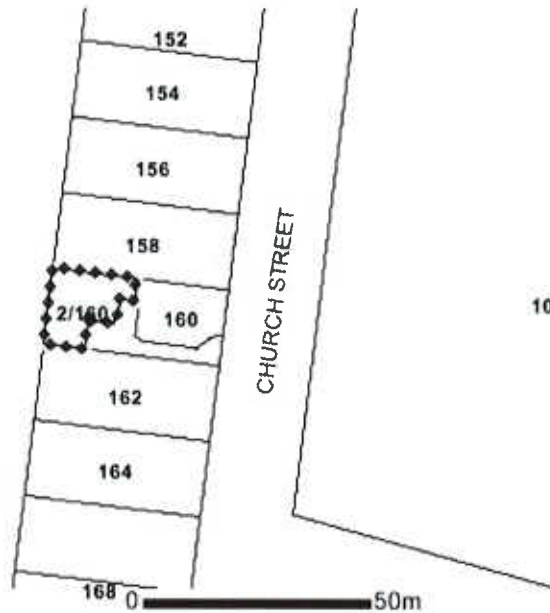
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlay

None affecting this land

166  
180  
230  
131  
142  
202  
240



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Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

## Further Planning Information

Planning scheme data last updated on 17 July 2019.

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 and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and 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 at Landata - <https://www.landata.vic.gov.au>

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 <http://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

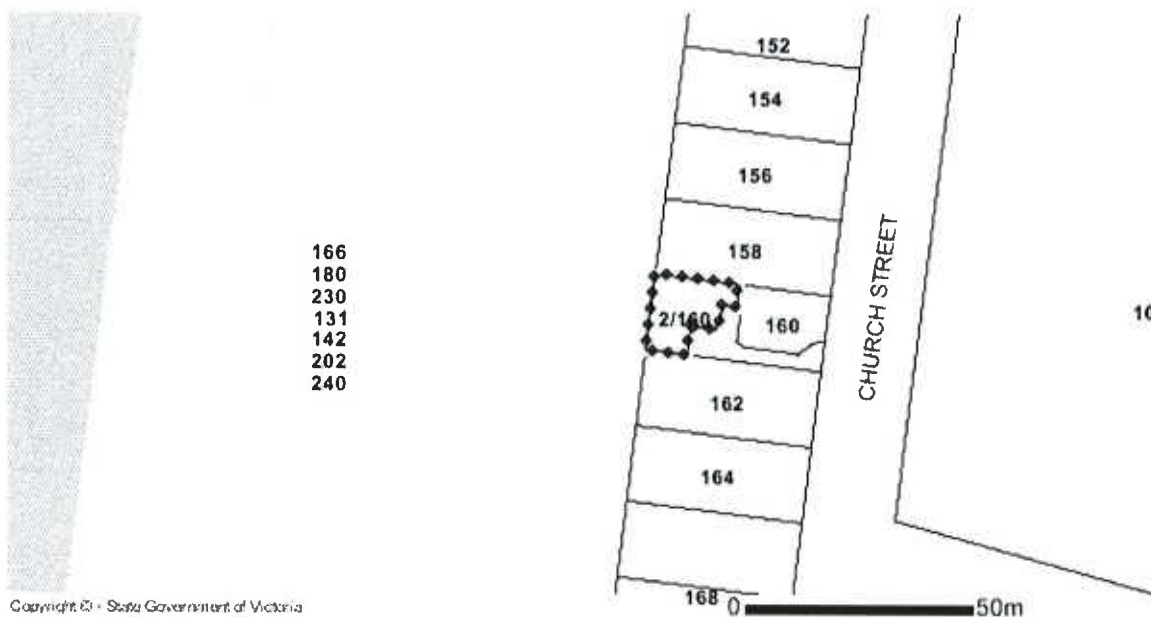
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Notwithstanding this disclaimer, a vendor may rely on the Information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Designated Bushfire Prone Area

**This property is not in a designated bushfire prone area.  
No special bushfire construction requirements apply. Planning provisions may apply.**



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 Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

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 on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> 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 on 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 visit <https://www.planning.vic.gov.au>



Tax Invoice/Statement

**1300 656 007**  
 www.barwonwater.vic.gov.au



P L & K A Moulton  
 UNIT 1/11-12 Ande Ct  
 HIGHTON, VIC 3216

Account number  
**69000001 00070397**

Thank you, your direct debit will occur on or after  
**13 June 2019**

Total amount  
**\$ 217.93**

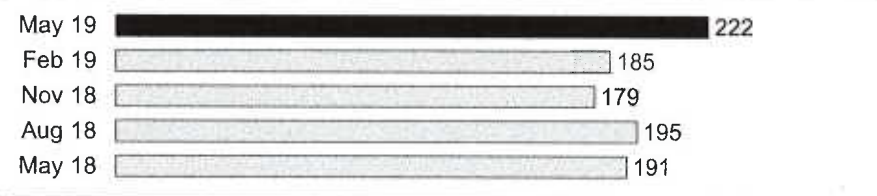
You have arranged to pay with Direct Debit. This amount will be deducted from your nominated bank account on or after the due date. If you would like to change your payment arrangement, please contact us.

### Your account summary

Service Address: 2/160 CHURCH ST GROVEDALE 3216

Previous balance	\$212.17	DR
Payments/adjustments	\$212.17	CR
Your balance	\$0.00	
New charges	\$217.93	DR
<b>Total</b>	<b>\$217.93</b>	<b>DR</b>

### Your average daily use in litres per day



### Moving house and hold a concession card?

You'll need to update your details with Centrelink before asking us to apply the concession to your bill.

#### Already notified Centrelink?

Register online at:  
[barwonwater.vic.gov.au](http://barwonwater.vic.gov.au)  
 or call 1300 656 007.

If you have a Centrelink Pension or Health Care Card, or Department of Veterans Affairs Gold Card, you may be eligible for a discount. Contact us for details.

## New website, made just for you.

### Customer dashboard

We've built a brand new customer dashboard for account holders. You can view and pay your water bills, see your usage and transaction history, update your details, change your payment arrangement and more.

### Responsive design

Desktop, tablet, mobile phone, smart fridge... we've got you covered. This site will adapt to your screen, no matter how big or small, so you can find what you need, wherever you are.

- View and pay your water bills
- Switch to ebills
- Update your details
- Change payment arrangements



www.**barwonwater**.vic.gov.au

# Installation Type: Residential Unit

Bill Details as at 14 MAY 2019

		Value	GST	Price
WATER SERVICE CHARGE	1 APR 2019 to 30 JUN 2019	38.64	0.00	38.64
SEWERAGE SERVICE CHARGE	1 APR 2019 to 30 JUN 2019	140.89	0.00	140.89
WATER VOLUME	20 kL at \$1.9198	38.40	0.00	38.40
<b>Total</b>		<b>\$ 217.93</b>	<b>\$ 0.00</b>	<b>\$ 217.93</b>
Balance brought forward				0.00
		<b>Please pay</b>		<b>\$ 217.93</b>

## Reading Details

Meter No.	Current Read Date	Current Reading (kL)	Previous Read Date	Previous Reading (kL)	Consumption (kL)
1372814	13MAY19	00267	12FEB19	00247	20



### Need help paying your bill?

Contact us to set up a payment plan and talk about grants, rebates and concessions.



### Residential Tenants and Landlords

Tenants with separate meters pay water volume charges only.



### Moving house?

Please let us know at least 2 days before you move in or out so we can arrange a meter reading and update your details.



### Communication assistance

Hearing or speech impaired? Contact us via the National Relay Service on 13 36 77. We provide a free interpreter service. Contact the Translation and Interpreter Service on 13 14 50.



Servizio Interpreti  
Dolmetschdienst

Služba za usluge tumačenja  
Служба за преведување

Услуге тумача  
传译服务

## Contact Us

1300 656 007

Email [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au)

### General enquiries, billing and payment options

Mon - Fri, 9.00am - 5.00pm

### Emergencies and faults

24 hours, 7 days

Statement No 711-4537041

## Payment Options



### Direct Debit

To arrange a direct debit, please call or visit our website.



Billers Code: 585224

Ref: 6900 0001 0007 0397 8

Contact your financial institution to pay from your cheque, savings or credit account.



### Centrelink

Centrelink recipients can arrange automatic payments through Centrepay. Contact us for details.



### By Cheque

Post the payment slip with your cheque payable to Barwon Water to:  
PO Box 14206, Melbourne City MC VIC 8001. Please do not use staples or pins.



Billpay Code: 0803

Ref: 6900 0001 0007 0397 8

- In person at any post office
- Online at [www.postbillpay.com.au](http://www.postbillpay.com.au)
- Call 13 18 16 for credit card payments

Account number

**69000001 00070397**

Thank you, your direct debit will occur on or after

**13 June 2019**

Total amount

**\$ 217.93**

Statement No 711-4537041

POST billpay\*



\*803 69000001000703978 \$217.93 5

+00000069000001> +002579+ <0000703978>

<0000021793> +444+

# 2018-19 RATES, VALUATION AND CHARGES NOTICE



ABN 18 374 210 672

All items are GST free.

K A Moulton and P L Moulton  
U1 11-12 Ande Court  
HIGHTON VIC 3216

<b>RATE NO.</b>	<b>916710</b>		
<b>PROPERTY</b>	Unit 2/160 Church Street, GROVEDALE VIC 3216 243m2 Lot 2 PS 708876		
<b>AVPCC</b>	Australian Valuation Property Classification Code 120 – Single Unit/Villa Unit/Townhouse		
<b>VALUATIONS</b>	Site: <i>Land only</i>		\$135,000
	Capital improved: <i>Land + buildings + improvements</i>		\$410,000
	Net annual		\$20,500
<b>RATES AND CHARGES</b>	Residential Rates 0.002385 x \$410,000		\$977.85
	*Waste Management \$316.90 x 1		\$316.90
	Municipal Charge		\$102.00
	<b>Sub Total</b>		<b>\$1,396.75</b>
<b>FIRE SERVICES PROPERTY LEVY</b>	Category: <i>Residential</i>		
	Residential Variable 0.000058 x \$410,000		\$23.75
	Residential Fixed		\$109.00
	<b>Sub Total</b>		<b>\$132.75</b>
	<b>Total</b>		<b>\$1,529.50</b>

**ONE  
PAYMENT  
IN FULL**

**\$1,529.50**  
Due 15 February 2019

## or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2018, otherwise your balance will be due on 15 February 2019.

**FIRST  
INSTALMENT**

**\$382.45**  
Due by  
30 September 2018

Via your direct debit  
arrangement

**SECOND  
INSTALMENT**

**\$382.35**  
Due by 30 November 2018

**THIRD  
INSTALMENT**

**\$382.35**  
Due by 28 February 2019

**FOURTH  
INSTALMENT**

**\$382.35**  
Due by 31 May 2019

**Rating Period** 1 July 2018 to 30 June 2019

**Declared** 1 July 2018

**Valuation Level** 1 January 2018

**Operative** 1 July 2018

**Issue Date** 31 August 2018

Please be aware transactions after 29 August 2018 may not be included in this notice.

\*The Waste Management Charge includes an Environmental Protection Agency (EPA) levy estimated at \$34.75.

## PAYMENT OPTIONS



### DIRECT DEBIT

Our records indicate that you have elected to pay by direct debit. The amount due will be debited in accordance with your instructions on the due date(s). If you have any questions regarding your direct debit please call 03 5272 5272

# ABOUT YOUR RATES, VALUATION AND CHARGES NOTICE

P: 03 5272 5272  
E: [contactus@geelongcity.vic.gov.au](mailto:contactus@geelongcity.vic.gov.au)  
[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)  
100 Brougham Street, Geelong

## WHAT IF I MISS OR UNDERPAY THE FIRST INSTALMENT?

If your first payment is made **after** the first instalment is due, or you **pay less** than the instalment payment required, you must pay the balance by **15 February**.

## WHAT HAPPENS IF MY PAYMENTS ARE LATE?

Penalty interest, as set by the Victorian Government, is charged on all overdue amounts.

If we have to take action to recover any overdue amount, you may be required to pay recovery and legal costs.

## HOW ARE PAYMENTS ALLOCATED?

We allocate the money you pay in the following order:

- legal and debt recovery costs, if any
- overdue and interest, if any
- your current rates, charges and fire levy.

## WHAT ASSISTANCE IS AVAILABLE?

As well as our many payment options, we also offer:

- 1. Rates deferral\*** – if you're experiencing financial hardship.
- 2. Individual payment plans** – also for financial hardship.
- 3. Rates waiver\*** – for low income households experiencing a valuation increase over 45 per cent, without property improvements.
- 4. Pensioner rebate\*** – excludes Health Care Card holders.

For more information search for 'rates arrangements' on our website.

\* Sections 27 and 28 of the *Fire Services Property Levy Act 2012* also allow qualifying ratepayers to use these assistance measures.

The 2018–19 penalty interest rate of 10 per cent is chargeable on all arrears and overdue amounts.

## WHAT IF I DISAGREE WITH SOMETHING ON MY RATES NOTICE?

Please contact us, so we can review your situation and try to find a solution. If your issue can't be resolved, the table below explains your rights of appeal.

If you choose to appeal, you must still pay your rates by the due date. If your appeal is successful, we will credit your account or refund, if requested.

What you can appeal	By when	Legislation	How to lodge
Differential rate applied to your property	Within 60 days of the date of issue of the initial rates notice.	Local Government Act 1989 – Section 183	Search for 'differential rating' at <a href="http://www.vcat.vic.gov.au">www.vcat.vic.gov.au</a>
The property valuation / AVPCC	Within two months** of the date of issue of the initial rates notice	Valuation of Land Act 1960 – Sections 16,17,18	Search for 'valuation objection' on our website, or contact us.
Any other rate or charge	Within 60 days of the date of issue of the initial rates notice.	Local Government Act 1989 – Section 184	Must be lodged in the County Court – seek legal advice.

\*\*Within four months if a notice has not been supplied to the occupier of the land.

## HOW MUCH HAVE MY RATES INCREASED THIS YEAR?

We have complied with the Victorian Government's rates cap. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district
- (ii) the application of any differential rate
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

## KEY TERMS TO HELP YOU UNDERSTAND YOUR RATES

**Differential rate** - the 'rate in the dollar' charged on properties will vary, depending on the land use category applied (for example, residential or commercial). Search for 'rating strategy' on our website, or contact us.

**Valuation** - the value of your property, generally reassessed every two years by professional valuers. Of the three ways your property is assessed – Site Value#, Capital Improved Value and Net Annual Value – we use Capital Improved Value to calculate your rates. Search for 'property valuation' on our website for more information.

**Australian Valuation Property Classification Code** - is a classification that ascribes a code to land, based on its existing use.

# Used by the State Government to calculate land tax. Visit [www.sro.vic.gov.au](http://www.sro.vic.gov.au) for more information.

## PRIVACY STATEMENT

We will comply with the Information Privacy and Health Privacy Principles as set out in the *Privacy and Data Protection Act 2014*. For more information, search for 'privacy' on our website.

**Building Act 1993**

BUILDING REGULATIONS 2006

Regulation 313

Form 2

**BUILDING PERMIT**

Building permit number.	<b>1575/006401/0</b>
Reference number.	<b>33053</b>

**Issued to**

Owner **Barry Stokes**  
 Postal address **1/68 Church Street, Grovedale**

Contact **Barry Stokes**  
 Postcode **3216**  
 Mobile **0403 032 0240**

**The owner's address has been nominated for serving or giving of documents -**

**Property / project details**

Project **Dual Occupancy – Two New Dwellings & Garages plus retaining walls**  
 Address **160 Church Street, Grovedale** Postcode **3216**  
 Lot 2655 PS 21544ON Volume 09874 Folio 617  
 Municipality **City of Greater Geelong**

**Display of Permit/Building Surveyor details<sup>1</sup>**

The details of the Relevant Building Surveyors name, registration (see above signature) and office phone contact details together with the permit number and date of issue shall be displayed at the front of the building site and shall remain displayed for the duration of the project.

**Builder<sup>2</sup>**

Name **Jasada Pty Ltd**  
 Address **18 Enmore Street, North Geelong**  
 Telephone **5272 3367**

Contact **Tony Oliveri**  
 Postcode **3215**  
 Mobile **0418 525 719**

**Details of building practitioners and or architects**(a) to be engaged in the building work<sup>3</sup>

Name	<b>Guisepppe Oliveri</b>	Category/Class	<b>Builder Domestic</b>	Registration No.	<b>DBU 5608</b>
------	--------------------------	----------------	-------------------------	------------------	-----------------

(b) who were engaged to prepare design documents forming part of this permit<sup>4</sup>

Name	<b>Mark Spowart</b>	Category/Class	<b>Draftsperson</b>	Registration No.	<b>DP-AD 1349</b>
Name	<b>Peter Robinson</b>	Category/Class	<b>Engineer Civil</b>	Registration No.	<b>EC 1172</b>

**Details of domestic building work insurance<sup>5</sup> –**

The insurer or provider of the required insurance policy is QBE Residential Builders Warranty Insurance:

Unit 1: Policy No. 420016180BWI-6 – Date of issue 2/07/2013

Unit 2: Policy No. 420016180BWI-7 – Date of issue 2/07/2013

**Nature of building work**

New Buildings

Stage of building work permitted - Entire

Total contract price of building work **\$330,000****Details of relevant planning permit**

Planning permit no. **580/2012**

Date of grant of planning permit **20 November 2012**

**Building classification**

Part of building	<b>Unit 1: Dwelling &amp; Verandah</b>	BCA Classification	<b>Class 1a</b>
Part of building	<b>Unit 1: Garage</b>	BCA Classification	<b>Class 10a</b>
Part of building	<b>Unit 2: Dwelling &amp; Verandah</b>	BCA Classification	<b>Class 1a</b>
Part of building	<b>Unit 2: Garage</b>	BCA Classification	<b>Class 10a</b>
Part of building	<b>Retaining Wall</b>	BCA Classification	<b>Class 10b</b>

**Occupation or use of building**

An occupancy permit is required prior to commencing occupation of this building portion

**Building Surveyors Comments**

This permit is issued having taken into account the following issues:

*Reporting Authority consent*

The following matters of consent determined by the applicable and nominated reporting authority relate to this project :

1. Council – Regulation 310; in the matter of building over an easement
2. Drainage Authority – Regulation 310; in the matter of building over an easement

**Permit conditions**

The issue of this building permit is subject to compliance with the following conditions:

1. Before and during the carrying out of building work, all excavations must be suitably fenced or otherwise guarded against being a danger to life or property;
2. Two copies of wall and roof truss construction specifications layout and bracing details are required prior to the frame inspection.
3. Sarking material shall have a flammability index not greater than 5.
4. The handrail to the main stairway (Unit 2) is to be continuous and 865mm high above the nosing line.
5. Details and manufacturers specification covering the fabrication and installation of the balustrade system together with a structural engineers design confirming compliance of the balustrades connection to the building frame and its capacity to meet loadings required by AS1170.1 shall be submitted for approval prior to installation and prior to frame inspection if known.
6. The tread surface of all stairs shall be non-slip or be fitted with an approved non-slip nosing. Evidence of the non-slip characteristics of material used for polished stairs must be provided prior to final inspection stage.
7. Shower floor construction and treatment of wall and floor junctions in wet areas shall comply with the requirements of AS3740.
8. All brickwork, damp proof courses, weepholes etc shall comply with AS3700.

**Mandatory inspection requirements**

The mandatory notification stages for inspections on this project are those ticked below:

Inspection Type		Comments
Foundations	✓	Bored Piers
Slab - Pre plastic	✓	Foundations - NB: Soil report to be on site
Pad Footings	✓	Retaining Walls / Verandahs
Slab Steel	✓	Steel reinforcement and formwork prior to pouring
Framework prior to enclosure	✓	Truss design to be made available at frame stage (inc. bracing plan)
Final – prior to occupation	✓	

**NB: All inspections must be booked through this office and preferably 24 hours notice. It is the applicant/ builders responsibility to notify the relevant building surveyor at all mandatory inspection stages. Please refer to permit conditions for requirements (if any) to be submitted prior to inspections**

**Commencement and completion**

Building work for which this permit applies must be commenced within 12 months of the date of this permit  
 Building work for which this permit applies must be completed within 24 months of the date of this permit

**Relevant building surveyor**

Name **Peter Phillips** Registration No **BS-U 1575** BSA Building Surveyors

Signature 

Date of Permit **11 July 2013**

Details for statistical purposes						
Area of Allotment	655	m <sup>2</sup>	No. of Existing Dwellings		0	
Area of new building work	U1: 141 U2: 258	399m <sup>2</sup>	No. of Dwellings To Be Constructed		2	
No. of Storeys including basements	1 & 2		No. of Dwellings To Be Demolished		0	
<b>Ownership Status</b>	Commonwealth	State	Local Gov.	Private	✓	
<b>BAL Assessment Determination:</b> N/A (not within a designated bushfire prone area)						
<b>Material used</b>	Brick Veneer	Double Brick	Concrete	Timber	Steel	Fibre cement
<b>Ground Floor</b>			✓			
<b>External Wall</b>	✓					
<b>Roof Cladding</b>					✓	
<b>Frame Material</b>				✓		
<b>Application Date</b>	9 January 2013					

### Notes

- Note 1: Under regulation 317 the person in charge of the carrying out of building work on the allotment must take all responsible steps to ensure that a copy of this permit and one set of approved plans, specification and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies
- Note 2: Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in name of address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 3: Include building practitioners with continuing involvement in the building work
- Note 4: Include only building practitioners with no further involvement in the building work
- Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$12,000) must be covered by an Insurance policy as required under section 135 of the **Building Act 1993**.

1. Alternative Solutions were not required in the issue of the building permit for these works
2. There were no Building Appeals Board Determinations associated with the building permit for these works



# OCCUPANCY PERMIT

Occupancy Permit no.	<b>1575/006401 Unit 2</b>
Project reference no.	<b>33053</b>

**Property / project details**

Project description **Dual Occupancy – Two New Dwellings, Garages and Retaining Walls**  
 Project Address **160 Church Street, Grovedale** Postcode **3216**  
 Lot 2655 PS 215440N Volume 09874 Folio 617  
 Municipality **City of Greater Geelong**

**Building details**

Part of building	<b>Unit 2 Dwelling &amp; Verandah</b>	Permitted Use	<b>Dwelling</b>	BCA Class	<b>Class 1a</b>
Maximum permitted floor live load		<b>Internal 1.5kPa</b>	Decking	<b>3kPa</b>	
Part of building	<b>Unit 2 Garage</b>	Permitted Use	<b>Outbuilding</b>	BCA Class	<b>Class 10a</b>

**Reporting Authority consent**

The following matters of consent determined by the applicable and nominated reporting authority relate to this project:

1. Council – Regulation 310; in the matter of building over an easement
2. Drainage Authority – Regulation 310; in the matter of building over an easement

**Conditions**

This Occupancy Permit is issued subject to the following condition:

1. **The stair surface be maintained to ensure that it is non-slip**

**Statement of suitability for occupation**

The building to which this certificate applies is suitable for occupation.

**Date of final inspection**

Date of Inspection 17 August 2015

**Relevant Building Surveyor**

Name **Peter Phillips** Registration No BS-U 1575 BSA Building Surveyors

Signature

Date of Issue

**18 August 2015**

**NOTES**

1. Alternative Solutions were not required in the issue of the building permit for these works
2. There were no Building Appeals Board Determinations associated with the building permit for these works



# Transmittal



Project:	<b>Dual Occupancy – Two new dwellings &amp; garages plus retaining walls</b>		
Address:	<b>160 Church Street, Grovedale</b>	Our Ref:	<b>33053</b>
From:	<b>Stephanie Spirovski</b>	Date:	<b>18 August 2015</b>

Please find attached		Purpose of documents				
<input checked="" type="checkbox"/> <b>Endorsed documents as listed below</b> <input type="checkbox"/> <b>Endorsed documents as listed on appendix to permit.</b> <b>In relation to Building Permit</b> – Please ensure that the site sign is displayed in a prominent position at the front of the site and that the sign remains for the project durations - Penalties may apply <b>In relation to Occupancy Permit</b> – Owner to ensure the provided display copy is displayed in the position nominated on the Occupancy Permit		For Records	Council Records	For Display	Site Copy	For Payment
To	Mailing Address					
Barry Stokes	1/68 Church Street, Grovedale 3216	✓				
City of Greater Geelong	Att: Building Department		✓			
Jasada Pty Ltd	18 Enmore Street, North Geelong 3215	✓				

Document	Description/Comment	No of copies				
Building Permit						
Application for Building Permit						
Architectural/Working Drawing						
Structural Drawings						
Services drawings						
Civil Drawings						
Project Specifications						
Structural Computations						
Hydraulic Stormwater Computations						
Geotechnical Investigation Report						
Certificate of Compliance – Design						
Certificate of Title						
Town Planning Permit						
Performance Based Assessment						
Protection Notices – Form 3&4						
Demolition Details						
DBC&TA Insurance						
Owner builder certificate						
Energy Rating Information						
Authority Consent						
BAL Low Assessment						
Site Access Permit						
Site Access Permit Exemption						
Occupancy Permit	Unit 2	1	1			
Certificate of Final Inspection						
Inspection Records			1			
Supplementary Information			1			
Site Sign						
Invoice						

First Floor, 126 Torquay Road, Grovedale, 3216  
 P 03 5241 2559 F 03 5241 2563 E admin@bsabs.com.au  
 Directors: ■ Brian Sherwell ■ Dean Bertuch



Risk Management and Insurance  
 ASB 30 962 497 941  
 Phone: 1300 363 424

## Domestic Building Insurance Certificate of Insurance

Policy Number 420016180BWI-7

QBE Insurance (Australia) Ltd  
 628 BOURKE STREET  
 MELBOURNE VIC 3000  
 Phone: (03) 9246 2666  
 Fax: (03) 9246 2611  
 ABN: 78 003 191 035  
 AFS License No: 239545



ERRINVILLE PTY LTD C/O  
 UNIT 1 68 CHURCH ST  
 GROVEDALE 3216

**Name of Intermediary**  
 AON-HIA (VIC)  
 4 / 70 JOLIMONT STREET  
 MELBOURNE VIC 3002

**Account Number**  
 42HIAVIC  
**Date Issued**  
 02/07/2013

### Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of domestic building work described below.

**Domestic Building Work**

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

**At**

2/160 CHURCH STREET  
 GROVEDALE VIC 3216

**Carried out by the builder**

BUILDER  
 JASADA PTY LTD  
 ABN: 91 006 509 744

**For the building owner**

ERRINVILLE PTY LTD C/O  
 BARRY STOKES

**Pursuant to a domestic building contract dated**

01/03/2013

**For the contract price of**

\$180,000.00

**Type of cover**

Cover is only provided if the builder (named above) has died, becomes insolvent or has disappeared\*

**Period of cover**

Cover commences on the earlier of the date of building contract or date of building permit for domestic building work and concludes:

- Two years from completion of domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of domestic building work or termination of the domestic building contract for structural defects\*

**The maximum policy limit for all claims made under this policy is**

\$200,000 all inclusive of costs and expenses\*

**The maximum policy limit for claim for non-completion of the domestic building works is**

20% of the contract price\*

\*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner.



**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 420016180BWI-7

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



Issued by QBE Insurance (Australia) Limited for and on behalf of

**Victorian Managed Insurance Authority (VMIA)**

**IMPORTANT:**

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

QM1824-1207

# OWNERS CORPORATION CERTIFICATE

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation No

Address: 2/160 Church Street, Grovedale 3216

This certificate is issued for	Lot 2 on Plan of Subdivision No: 708876K
Postal address is	160 Church Street Grovedale 3216
Applicant for the certificate is	TOWN HALL CONVEYANCING
Address for delivery of certificate is:	5b Little Ryrie Street Geelong 3220
Date that the application was received:	19 July 2019

## IMPORTANT:

The information in this certificate is issued on: **19 July 2019**

Plan of Subdivision number **708876K** is a two lot subdivision.

Section 7(1) of the *Owners Corporation Act 2006* provides that an owners corporation for a two lot subdivision, is exempt from compliance with

- a) sections 18, 31, 32, 59, 60, 61, 62, 65, 93,94, 95, 96 and 97; and
- b) Divisions 2, 3 and 4 of Part 3; and
- c) Divisions 1, 2, 3, 4 and 5 of Part 4; and
- d) Division 1 and 2 of Part 9; and
- e) Division 1 of Part 10

Therefore this subdivision is exempt from the requirement to prepare or maintain an owners corporation register and hold an annual general meeting.

1.	The current annual fees for the lot *per quarter or *annually (strike out if not applicable) are: NA
2.	The date which the fees for the lot have been paid up to is: NA.
3.	The total of any unpaid fees or charges for the lot is: NA.
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: NA.
5.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in the annual fees and special fees as set out above: NA.
6.	Insurance details. See Attached
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution: NA
8.	The total funds held by the owners corporation. The total funds should report the best available statement of financial position of the owners corporation  The statement of financial position at the end of the last financial year of the owners corporation on (insert date)

	NA	
	Assets:	NA
	Liabilities:	NA
	Total funds =	NA
9.	Are there any liabilities of the owners corporation not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details: NA	
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details: NA	
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details: NA	
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details. NA	
13.	Are there any legal proceedings to which the owners corporation is a party, and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details: NA	
14.	Has the owners corporation appointed or resolved to appoint a manger? If so, provide details: NA	
15.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? NA	
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation. (N.B. This owners corporation is exempt from this requirement under Section 7 of the <i>Owners Corporations Act 2006</i> ).	
17.	Documents required to be attached to the owners corporation certificate are: <ul style="list-style-type: none"> <li>• A copy of any rules registered at Land Victoria. There are no rules registered at Land Victoria</li> <li>• A copy of all resolutions made at the last annual general meeting. (N.B. This owners corporation is exempt from this requirement under Section 7 of the <i>Owners Corporations Act 2006</i>)</li> <li>• A copy of Schedule 3 of the Owners Corporation Regulations 2007 entitled "Statement of advice and information for prospective purchasers and lot owners"</li> </ul>	

DATED the 19 day of July 2019.

This owners corporation certificate was prepared by: **TOWN HALL CONVEYANCING**

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

## How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

## Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

## Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

## Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

# MODEL RULES FOR AN OWNERS CORPORATION

## 1. Health, safety and security

### 1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### 1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to -
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### 1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

## 2. Committees and sub-committees

### 2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

## 3. Management and administration

### 3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate -
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier;
  - or
  - (b) is paid directly to the lot owner or occupier as a refund.

## 4. Use of common property

### 4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### 4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

#### **4.3 Damage to common property**

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

### **5. Lots**

#### **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

##### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

#### **5.2 External appearance of lots**

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

#### **5.3 Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

### **6. Behaviour of persons**

#### **6.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

#### **6.2 Noise and other nuisance control**

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

### **7. Dispute resolution**

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.



7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.



# LANDLORDS RESIDENTIAL INSURANCE

## Certificate of Currency

Issue Date  
24 July 2019

INSURER: INSURANCE AUSTRALIA LIMITED  
ABN 11 000 016 722  
AFSL 227681 trading as CGU Insurance  
181 WILLIAM ST,  
MELBOURNE VIC 3000

The policy referred to is current at the date of issue of this certificate and whilst an expiry date has been indicated it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

**GEELONG  
VIC 3220**

**Policy Number:** 06L7976294  
**Type of Policy:** Landlords Residential Insurance  
**Expiry Date:** 25 May 2020  
**Insured:** Peter & Kerry Moulton

**Interested Party:**  
**Interest Type:** Other

**Situation of Risk:** U 2 160 CHURCH ST  
GROVEDALE, VIC 3216

### IN RESPECT OF:

**Building \$ 486,300 LL Contents \$12,200 Liability \$10,000,000**

This is to certify cover has been granted in terms of the Company's Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extent of your insurance cover.

Peter & Kerry Moulton

Policy Number – 06L7976294

Insurer – CGU Insurance

Period of Insurance – 25/05/2019 to 25/05/2020

Situation – U2/160 Church Street, GROVEDALE

**Covering:**

Building \$486,300  
Landlords Contents \$ 12,200  
Loss of Rent \$ 17,000  
Liability \$ 10,000,000

**Total Premium Payable**

<b>Base</b>	<b>\$760.11</b>
<b>GST</b>	<b>\$76.01</b>
<b>Stamp Duty</b>	<b>\$86.61</b>
<b>Broker Fee</b>	<b>\$25.85</b>
<b>Total</b>	<b>\$948.58</b>



# 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.

(04/10/2016)