

## Contract of Sale of Land

Property address: 42 Stoddart Street HAMLYN HEIGHTS VIC 3215

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 (which are in standard form: see general condition 6.1)

in that order of priority.

### IMPORTANT NOTICE TO PURCHASERS

## Cooling-off period

*Section 31, 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; or
- 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.

## Notice to purchasers of property “off-the-plan”

*Section 9AA(1A), Sale of Land Act 1962*

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

*Section 10F, Sale of Land Act 1962*

If the period prescribed for the registration of the subdivision expires and the vendor intends to end this contract:

- (a) The vendor is required to give notice of a proposed rescission of the contract under the sunset clause;
- (b) The purchaser has the right to consent to the proposed rescission but is not obliged to consent;
- (c) The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract;
- (d) The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

Signing of this contract

Warning: this is a legally binding contract. 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. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*; 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 an 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 dd/mm/yyyy	
Print name(s) of person(s) signing	
State nature of authority if applicable e.g. ‘director’, ‘attorney under power of attorney’	

This offer will lapse unless accepted within [ 10 ] clear business days (3 clear business days if none specified).

Signed by the vendor	
on dd/mm/yyyy	
Print name(s) of person(s) signing	
State nature of authority if applicable e.g. ‘director’, ‘attorney under power of attorney’	

The **day of sale** is the date by which both parties have signed this contract.

Particulars of sale

Vendor’s estate agent

Name:	Real Estate Geelong
Address:	52 North Valley Road HIGHTON VIC 3216
Telephone:	
Ref:	Wes Thornton
Email:	wes@realestate-geelong.com.au

Vendor

Name(s):	John Philip Ward and Lynda Rae Scott
Address:	42 Stoddart Street HAMLYN HEIGHTS VIC 3215

Vendor’s legal practitioner

Name:	Bay City Legal Property Law
Address:	13 Star Street Geelong
Telephone:	03 5221 9805
Email:	nick@baycitylegal.com.au

Purchaser

Name(s):	
Address:	
Telephone:	
Email:	

Purchaser’s legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Email:	

Land (general conditions 6 and 12)

The land is described in the copy title(s) and plan(s) as attached to the Vendor’s Statement.

The land includes all improvements and fixtures.

Property address The address of the land	42 Stoddart Street HAMLYN HEIGHTS VIC 3215
Goods sold with the land General condition 5.2(f). List or attach schedule.	All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment

Price	
Deposit	
by dd/mm/yyyy	
(of which [amount] has been paid)	
Balance payable at settlement	

GST (general condition 18)

The price includes GST (if any) unless the words ‘plus GST’ appear in this box:	Not applicable
If this is a sale of a ‘farming business’ or ‘going concern’ then add the words ‘farming business’ or ‘going concern’ in this box:	Not applicable
If the margin scheme will be used to calculate GST then add the words ‘margin scheme’ in this box	Not applicable

Settlement (general condition 16 and 25.2)

Is due on: dd/mm/yyyy	
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Lease (general condition 4.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

Not applicable

Terms contract (general condition 29)

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

Not applicable

Special conditions

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

SPECIAL CONDITIONS

# Contract of Sale of Land—Special Conditions

**Instructions:** it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

## **Special Condition 1 - Auction**

This condition applies only if the property is sold by way of auction.

The property is offered for sale by auction, subject to the vendor's reserve price. The Rules of the conduct of the auction will be as set out in the **Sale of Land (Public Auctions) Regulations 2014**, or any rules prescribed by regulation which modify or replace those Rules.

## **Special Condition 2 - Certain General Conditions Excluded or Varied**

- (a) General Conditions 11 and 30.4 to 30.6 inclusive do not apply to this contract.
- (b) The words "80% of the sale price" in General Condition 13.3(a)(ii) are replaced with the words "the Balance set out in the particulars of sale".
- (c) Sub-clause 33.3 is added:  
"33.3 If a default notice is served, the default shall be deemed remedied only when the provisions of sub-clause 33(b)(i) and 33(b)(ii) have each been satisfied."
- (d) General Conditions 13.7 (a) and (c) shall apply only if the vendor has an Estate Agent specified in the particulars of sale.
- (e) The numeral 14 where it appears in General Condition sub clause 20.2 and General Condition sub clause 21.2 is replaced with the numeral 7.

## **Special Condition 3 - Guarantee**

- (a) If the purchaser or any nominee 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 of this contract by the purchaser or nomination;
- (b) If any director of the corporation does not sign the attached guarantee at the time of signing by of this contract or nomination by the purchaser, a director subsequently requested to execute the attached guarantee must do so within seven days of the request;
- (c) 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.

# Contract of Sale of Land - General Conditions

## Contract Signing

### 1. 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.

### 2. 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.

### 3. 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.

## Title

### 4. ENCUMBRANCES

4.1 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, exceptions and conditions in the crown grant; and
- (c) any lease or tenancy referred to in the particulars of sale.

4.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 5. VENDOR WARRANTIES

5.1 The warranties in general conditions 5.2 and 5.3 replace the purchaser's right to make requisitions and inquiries.

5.2 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

5.3 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 directly and currently 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.

5.4 The warranties in general conditions 5.2 and 5.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

5.5 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.

5.6 Words and phrases used in general condition 5.5 which are defined in the *Building Act* 1993 have the same meaning in general condition 5.5.

### 6. IDENTITY OF THE LAND

- 6.1 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.
- 6.2 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.

**7. SERVICES**

- 7.1 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.
- 7.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

**8. CONSENTS**

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

**9. TRANSFER & DUTY**

- 9.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 9.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

**10. RELEASE OF SECURITY INTEREST**

- 10.1 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.
- 10.2 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 10.4, 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.
- 10.3 If the purchaser is given the details of the vendor's date of birth under general condition 10.2, the purchaser must
  - (a) only use the vendor's date of birth for the purposes specified in general condition 10.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 10.4 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.
- 10.5 Subject to general condition 10.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
  - (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or



- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 10.6 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 10.5 if—
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 10.7 A release for the purposes of general condition 10.4(a) must be in writing.
- 10.8 A release for the purposes of general condition 10.4(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.
- 10.9 If the purchaser receives a release under general condition 10.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 10.10 In addition to ensuring that a release is received under general condition 10.4(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.
- 10.11 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.
- 10.12 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 10.11.
- 10.13 If settlement is delayed under general condition 10.12 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.
- 10.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 10.14 applies despite general condition 10.1.
- 10.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 10 unless the context requires otherwise.

## **11. BUILDER WARRANTY INSURANCE**

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

## **12. GENERAL LAW LAND**

- 12.1 This condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 12.2 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.
- 12.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 12.4 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.

- 12.5 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.
- 12.6 If the contract ends in accordance with general condition 12.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 12.7 General condition 16.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

## Money

### 13. DEPOSIT

- 13.1 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.
- 13.2 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.
- 13.3 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 together with any amounts to be withheld in accordance with general conditions 23 and 24 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.
- 13.4 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.
- 13.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13.6 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.
- 13.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; 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.
- 13.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 13.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 13.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

13.11 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.

#### **14. DEPOSIT BOND**

14.1 This general condition only applies if the applicable box in the particulars of sale is checked.

14.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

14.3 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.

14.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

14.5 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 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 34.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

14.6 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 general condition 14.5 to the extent of the payment.

14.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 14.6.

14.8 This general condition is subject to general condition 13.2 [deposit].

#### **15. BANK GUARANTEE**

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

15.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

15.4 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 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 34.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.5 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 general condition 15.4.

15.6 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 general condition 15.4 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 13.2 [deposit].

#### **16. SETTLEMENT**

16.1 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.

16.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

16.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## **17. ELECTRONIC SETTLEMENT**

17.1 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. This general condition 17 has priority over any other provision of this contract to the extent of any inconsistency.

17.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 17 ceases to apply from when such a notice is given.

17.3 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.

17.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

17.5 This general condition 17.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 17.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

17.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; 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.

17.7 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 general condition 17.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

17.8 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.

17.9 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 lodgment 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 lodgment network operator of settlement.

## **18. GST**

- 18.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 18.2 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:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable 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
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) 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.
- 18.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.

## **19. LOAN**

- 19.1 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.
- 19.2 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, together with written evidence of rejection or non-approval of the loan, 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.
- 19.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **20. BUILDING REPORT**

- 20.1 This general condition only applies if the applicable box in the particulars of sale is checked.

- 20.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 20.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 20.4 A notice under this general 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.
- 20.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## **21. PEST REPORT**

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 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 affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general 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.
- 21.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## **22. ADJUSTMENTS**

- 22.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 22.2 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.
- 22.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 22, if requested by the vendor.

## **23. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 23.1 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.
- 23.2 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.
- 23.3 The remaining provisions of this general condition 27 only apply 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.
- 23.4 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.
- 23.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 23.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 23.7 The representative is taken to have complied with the requirements of general condition 23.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 23.8 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.
- 23.9 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.
- 23.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### **24. GST WITHHOLDING**

- 24.1 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.
- 24.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 24.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 24.4 The remaining provisions of this general condition 21 apply if the purchaser is or may be 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 21 is to be taken as relieving the vendor from compliance with section 14-255.
- 24.5 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.
- 24.6 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.
- 24.7 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.
- 24.8 The representative is taken to have complied with the requirements of general condition 24.7 if:
  - (a) settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.9 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 lodgment network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 24.9, 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.
- 24.10 A party must provide the other party with such information as the other party requires to:
  - (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser’s obligation to pay the amount,
 in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 24.11 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.
- 24.12 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 any failure on the part of the vendor, including breach of a warranty in general condition 24.11; or
  - (b) the purchaser has a 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.



## Transactional

### 25. TIME & CO OPERATION

- 25.1 Time is of the essence of this contract.
- 25.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 25.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 25.4 Any unfulfilled obligation will not merge on settlement.

### 26. SERVICE

- 26.1 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.
- 26.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 19 [loan approval], 20 [building report] or 21 [pest report] 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.
- 26.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 26.4 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*.
- 26.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

### 27. NOTICES

- 27.1 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.
- 27.2 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.
- 27.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

### 28. 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.

### 29. TERMS CONTRACT

- 29.1 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.
- 29.2 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.

### **30. LOSS OR DAMAGE BEFORE SETTLEMENT**

- 30.1 The vendor carries the risk of loss or damage to the property until settlement.
- 30.2 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.
- 30.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 30.2, but may claim compensation from the vendor after settlement.
- 30.4 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 30.2 at settlement.
- 30.5 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.
- 30.6 The stakeholder must pay the amounts referred to in general condition 30.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

### **31. 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**

### **32. 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 at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### **33. DEFAULT NOTICE**

- 33.1 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.
- 33.2 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.

**34. DEFAULT NOT REMEDIED**

- 34.1 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.
- 34.2 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.
- 34.3 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.
- 34.4 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.
- 34.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the <b>Sole Director / Directors of</b>			<b>ACN</b>

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- c) by time given to the Purchaser for any such payment performance or observance;
- d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This  Day of  20

SIGNED SEALED AND DELIVERED by the said

Print Name	<input type="text"/>	<input type="text"/>
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In the presence of

Director(Sign)

Witness	<input type="text"/>
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SIGNED SEALED AND DELIVERED by the said

Print Name	<input type="text"/>	<input type="text"/>
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In the presence of

Director(Sign)

Witness	<input type="text"/>
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# BAY CITY LEGAL

Property Law Our Reference: Nick Spanninga

## NOTIFICATION PURSUANT TO THE TAX ADMINISTRATION ACT 1953 ("Notification")

This Notification is pursuant to Section 14-250 of Schedule 1 of the *Tax Administration Act 1953* ("TAA") and its terms are provisions of the attached contract. This information is provided solely for the purpose of complying with the withholding provisions required by the TAA.

You are not required to withhold and direct funds to the Commission of Taxation at settlement of the sale of this property because:

The supply is not a supply of "New Residential Premises / Potential Residential Land" as defined by Section 40-75 of the A New Tax System (Goods & Services Tax) Act 1999 and further refined by Section 14-250(2) of the TAA.

## VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

Copyright Bay City Conveyancing & Legal Pty Ltd 13 Star Street Geelong 3220

**VENDOR: John Philip Ward and Lynda Rae Scott**  
**PROPERTY: 42 Stoddart Street HAMLYN HEIGHTS**

DATE OF THIS STATEMENT: the 14th day of September 2021

Signature of the vendor:

DocuSigned by:

John Philip Ward

John Philip Ward and Lynda Rae Scott

DocuSigned by:

Lynda Rae Scott

7D2DB336A0364D4...

The purchasers acknowledge being given a duplicate of this statement by the vendor before the purchasers signed any contract.

DATE OF THIS ACKNOWLEDGEMENT: the day of

Signatures of the purchaser:

## DUE DILIGENCE CHECKLIST

A copy of the Due Diligence Checklist as prescribed and current as at the date of preparation of this statement is included for convenience.

**VENDOR’S STATEMENT TO THE PURCHASER OF REAL ESTATE  
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962**

**42 Stoddart Street HAMLYN HEIGHTS**

**TITLE**

Attached is a copy of the **Register Search Statement** including any plan of subdivision and covenant where applicable.

**RESTRICTIONS**

Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered) are as set out in the attached copies of title documents and encumbrance certificate.

There is no failure to comply with their terms to the vendors knowledge.

**PLANNING**

Information concerning any Planning Scheme applying to the land is contained in the attached Property Report.

**BUILDING APPROVALS**

Attached are particulars of any building permit issued in the past seven years.

**SERVICES** – The following services are connected to the land unless the word **NO** appears–

Electricity	
Gas	
Water	
Sewerage	
Telephone	<b>NO</b>

**OUTGOINGS & STATUTORY CHARGES**

The amount of any rates, taxes, charges or other similar outgoings affecting the land including any unpaid interest payable on any part of those rates, taxes, charges or outgoings including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale are contained in the attached certificates.

**NOTICES**

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 of which the vendor might reasonably be expected to have knowledge or any 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 and including any notice under section 6 of the Land Acquisition & Compensation Act 1986) are as follows:

There are none to the vendor's knowledge save as detailed herein or attached, but the vendor has no means of knowing of all the decisions of public authorities or government departments affecting the property unless communicated to the vendor.

**Section 32 Statement Attachments Follow**

## **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.



## **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.



**Register Search Statement - Volume 7950 Folio 092**

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

VOLUME 07950 FOLIO 092

Security no : 124091544931T  
Produced 01/08/2021 07:01 AM

LAND DESCRIPTION

Lot 59 on Plan of Subdivision 012396.  
PARENT TITLE Volume 07802 Folio 116  
Created by instrument 2530087 26/11/1952

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
JOHN PHILIP WARD  
LYNDA RAE SCOTT both of FLAT 3 NO 89 ROLLINS ROAD BELL POST HILL  
L341325C 30/10/1984

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AC276864G 20/08/2003  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD  
  
MORTGAGE AJ087577C 22/07/2011  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP012396 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: 42 STODDART STREET HAMLYN HEIGHTS VIC 3215

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS  
Effective from 23/10/2016

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of  
Victoria to provide this information  
via LANDATA® System. Delivered at 01/08/2021, for Order Number 69534774. Your reference: ward & scott  
21-1115.**

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# PLAN OF SUBDIVISION OF PART OF CROWN

ALLOTS. 85 & 86

PARISH OF MOORPANYAL

COUNTY OF GRANT

Measurements are in Feet & Inches

Conversion Factor

FEET X 0.3048 = METRES

V	F
2393	576
2407	252
2401	194
2443	438
2484	632
2484	797
2326	088
2891	032
2364	638
2516	171

## APPURTENANCES

AS TO LOT 55  
TOGETHER WITH A RIGHT OF  
CARRIAGEWAY OVER THE  
ROADS COLOURED BROWN  
ON THIS PLAN

## APPROPRIATIONS

THE LAND COLOURED BROWN  
IS APPROPRIATED OR SET  
APART FOR ROADS

THE LAND COLOURED BLUE & GREEN  
IS APPROPRIATED OR SET  
APART FOR EASEMENTS OF  
DRAINAGE

LP 12396

EDITION 2

PLAN MAY BE LODGED 17.2.28

COLOUR CODE

BL=BLUE

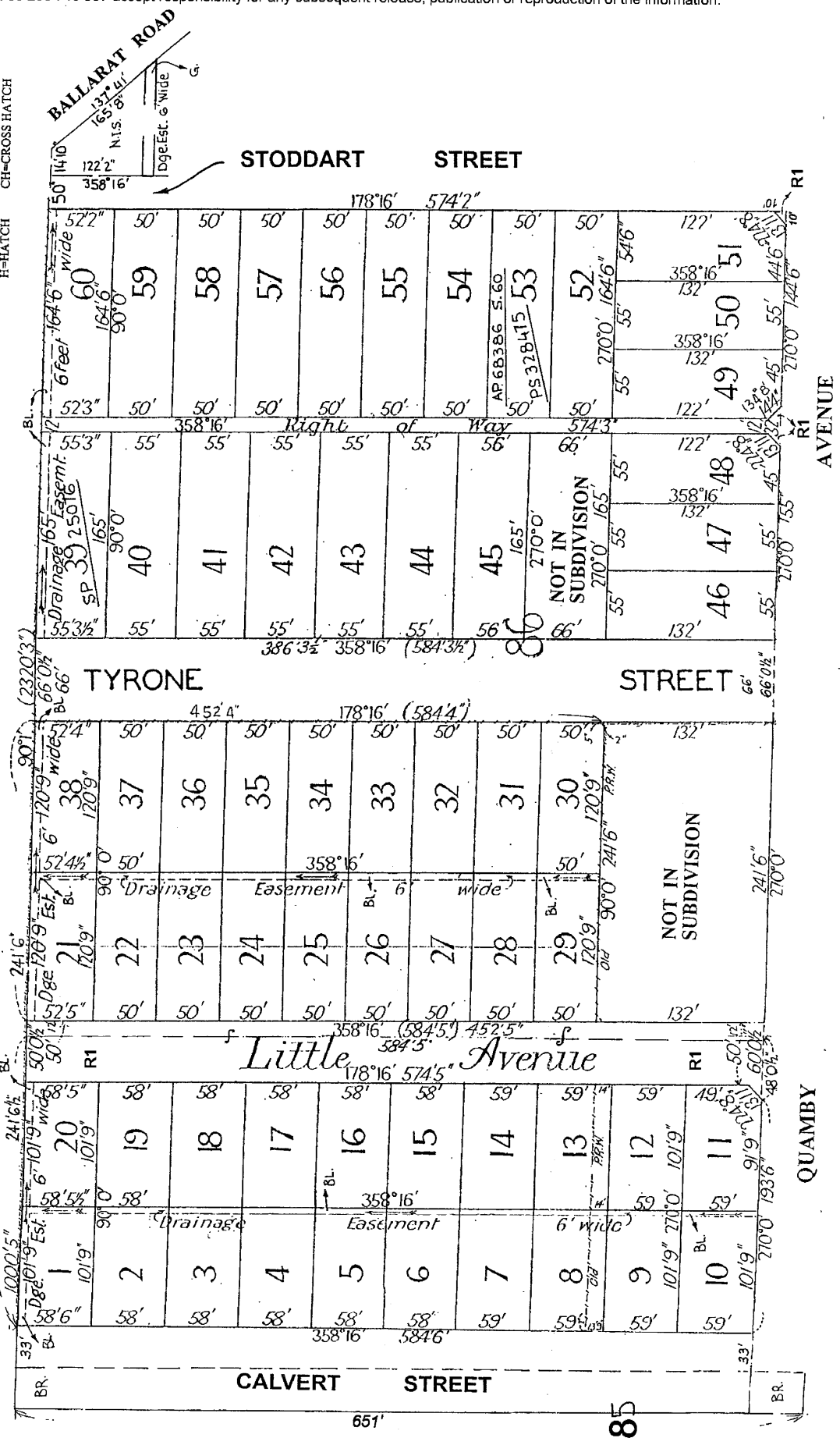
R1 & BR=GREEN

P=PURPLE

Y=YELLOW

R=RED

CH=CROSS HATCH





CITY OF GREATER GEELONG

PO Box 104, P: 03 5272 5272  
Geelong VIC 3220 E: [contactus@geelongcity.vic.gov.au](mailto:contactus@geelongcity.vic.gov.au)  
DX 22063 Geelong [www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)



## LAND INFORMATION CERTIFICATE

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **02-Aug-2021**

Certificate No: **184639**

Applicants Ref:

**69534774:105550144:147378**

**Assessment Number: 93391**

Property Address: **42 Stoddart Street, HAMLYN HEIGHTS VIC 3215**

Property Description: **Lot 59 LP 12396**

Ratepayer as per

Council Records: **L R R Scott and J P Ward**

Applicant:

**Anstat Pty Ltd  
DX 332  
MELBOURNE**

Operative Valuation Date:	<b>01-Jul-2021</b>
Level of Valuation Date:	<b>01-Jan-2021</b>
Capital Improved Value:	<b>580,000</b>
Site Value:	<b>520,000</b>
Net Annual Value:	<b>29,000</b>

This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or By-Law of the Council.

This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, other Flooding Information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ♦ The current rating year is for the period **01/07/2021 to 30/06/2022**. Lump sum payment - due by **15/02/2022** or by instalment **30/09/2021, 30/11/2021, 28/02/2022 and 31/05/2022**. Interest is chargeable after these dates on any outstanding amount.
- ♦ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

**Please Note: Council has no involvement in the settlement process. Therefore, any overpayment of rates at settlement will be refunded to the payee.**

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue

(ie. **31-Oct-2021**) and within the current financial year.

The Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

Notices can be emailed to: [transfers@geelongcity.vic.gov.au](mailto:transfers@geelongcity.vic.gov.au)

**CITY OF GREATER GEELONG****LAND INFORMATION CERTIFICATE (cont.)**In accordance with Section 221 of the  
Local Government Act 2020Date of Issue: **02-Aug-2021**

eService

Certificate No: **184639**Property Address: **42 Stoddart Street, HAMLYN HEIGHTS VIC 3215**Assessment Number: **93391.1**

	<b><u>Rate, Charges &amp; Other Monies</u></b>	<b><u>Amount \$</u></b>
<b>Arrears:</b>	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
<b>Current:</b>	General Rates	1,327.45
	State Government Levies	148.20
	Waste Management	396.35
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
<b>Other:</b>	Special Charges ( <i>subject to Final Costs</i> )	0.00
	Sundry Charges	0.00
<b>Payment:</b>	Amount Received	0.00
	Overpayment	0.00
<b>All Overdue amounts should be paid at settlement.</b> The purchaser is liable for all outstanding rates and charges after transfer and settlement.		
<b>Total Due:</b>		<b>1,872.00</b>

**General Notes:** Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

**Condition:**

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.


**Authorised Officer****Biller Code: 17475****Reference: 100000933911**Payment via internet or phone banking,  
from your cheque or savings account.**Your Ref: 69534774:105550144:147378****Page 2 of 2****Standard Property  
Sec 221 LGA**



BARWON REGION WATER CORPORATION

ENQUIRIES 1300 656007

## Information Statement Part A

In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part B)

**INSTALLATION NUMBER:** 12760238      **APPLICATION NUMBER:** 356362      **DATE:** 01/08/2021  
**PROPERTY ADDRESS:** 42 STODDART ST, HAMLYN HEIGHTS, VIC 3215  
**YOUR REFERENCE:** ward & scott 21-1115  
**OWNER:** JP WARD & LR SCOTT  
**COMMENTS:** Comments

The following service charges are applicable for the abovenamed property for the period 01/07/2021 to 30/09/2021. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Sewerage Service Charge	140.63	0.00	140.63
Water Service Charge	34.33	0.00	34.33
Total Service Charge	\$ 174.96	0.00	174.96

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

### Charges Due & Payable

	Value	GST	Price
<b>TOTAL DUE</b>	\$ <b>NIL</b>	<b>NIL</b>	<b>NIL</b>

### Important Information

THE WATER METER WAS LAST READ ON 05/07/2021. AN APPLICATION FOR A SPECIAL METER READING CERTIFICATE WILL BE REQUIRED TO ENSURE ALL VOLUME CHARGES CAN BE ADJUSTED AT TIME OF SETTLEMENT. APPLICATION CAN BE MADE AT [www.barwonwater.vic.gov.au](http://www.barwonwater.vic.gov.au) UNDER "PROPERTY INQUIRY APPLICATIONS". PLEASE ALLOW 5 WORKING DAYS FOR THE APPLICATION TO BE PROCESSED AND A CERTIFICATE PRODUCED.

Before settlement, please call the Customer Service Centre on 1300 656007 to verify total amounts outstanding, as further legal costs may be applicable.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

**\* PLEASE NOTE:** Verbal confirmation will not be given after 30/09/2021. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 30/09/2021 and a fee will be payable.

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

Bay City Conveyancing & Legal Pty Ltd via Dye & Durham  
Property Pty Ltd  
Level 20 535 Bourke Street



Bill Code: 585224  
Ref Code: 4412 4438 1276 0238 2

## *Information Statement Part B*

*In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part A)*

02-08-2021

Bay City Conveyancing & Legal Pty Ltd via Dye & Durham Property Pty Ltd  
Level 20  
535 Bourke Street

Property: 42 STODDART STREET HAMLYN HEIGHTS 3215

I refer to your application received at this office on 01/08/2021. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

**Our Ref:** EC356362

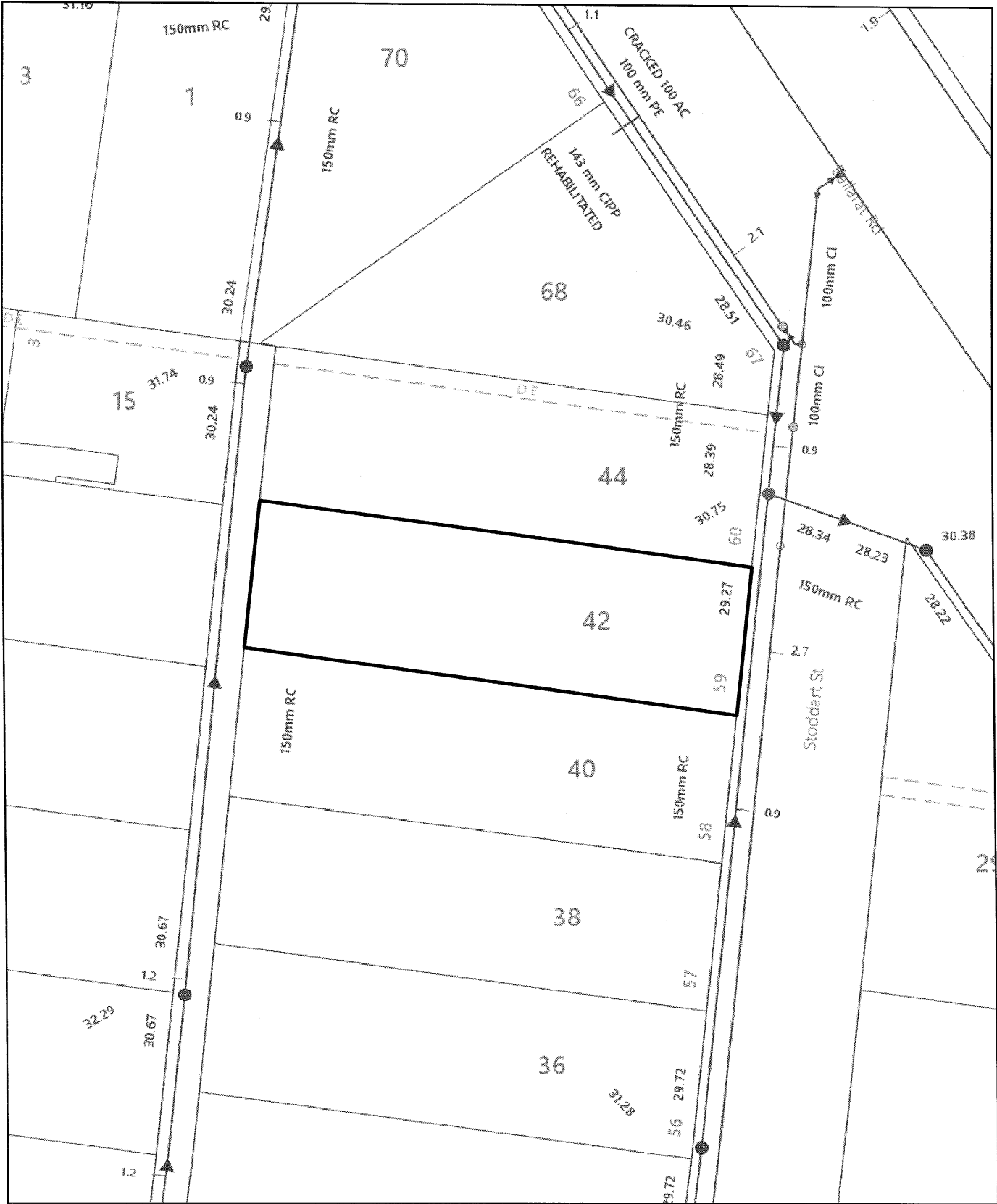
**Your Ref:** ward & scott 21-1115

**Agent Ref:** 69534774:105550145

Yours faithfully.

Manager Customer Centre







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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Bay City Conveyancing & Legal Pty Ltd  
via Dye & Durham Property Pty Ltd  
LEVEL 20 535 BOURKE STREET, MELBOURNE VIC 3000

Client Reference:

NO PROPOSALS. As at the 2th August 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

42 STODDART STREET, HAMLYN HEIGHTS 3215  
CITY OF GREATER GEELONG

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

Date of issue: 2th August 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 52045205 - 52045205080209 '<no reference>'

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 29 July 2021 03:08 PM

**Address:** 42 STODDART STREET HAMLYN HEIGHTS 3215

**Lot and Plan Number:** Lot 59 LP12396

**Standard Parcel Identifier (SPI):** 59\LP12396

**Local Government (Council):** GREATER GEELONG **Council Property Number:** 279991

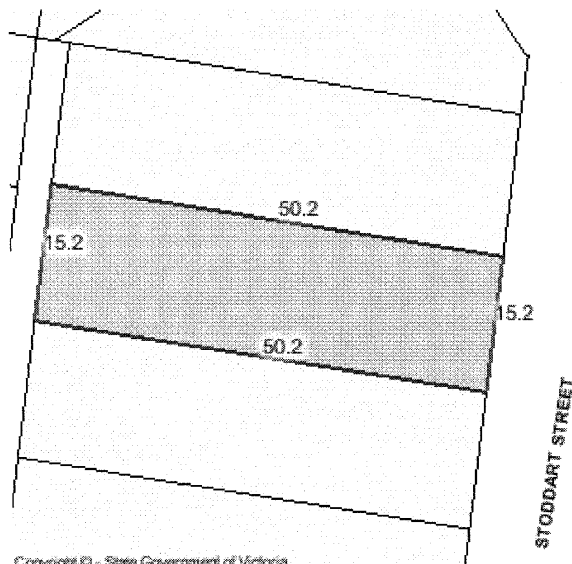
**Directory Reference:** Melway 441 G9

**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)

### Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



**Area:** 763 sq. m

**Perimeter:** 131 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

### State Electorates

**Legislative Council:** WESTERN VICTORIA

**Legislative Assembly:** LARA

### 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 information continued on next page

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## Planning Zone Summary

**Planning Zone:** NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)  
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 8 (NRZ8)

**Planning Overlay:** None

Planning scheme data last updated on 21 July 2021.

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 apply to 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



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**CITY OF GREATER GEELONG**

PO Box 104, Geelong VIC 3220  
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)



14 July 2021

L R R Scott and J P Ward  
42 Stoddart Street  
HAMLYN HEIGHTS VIC 3215

Dear Resident

**Registration of Swimming Pool or Spa - PSR-2021-201**  
**Registered Property - 42 Stoddart Street, HAMLYN HEIGHTS**

Thank you for registering your pool and/or spa with the City of Greater Geelong.

We have determined that the date of construction of the swimming pool or spa is **22 July 2008**.

The swimming pool or spa barrier must comply with **AS1926.1-1993 Amendment 1 Standard**.

A Certificate of Pool or Spa Barrier Compliance (Form 23) is required to be lodged with us from a registered building practitioner by **1 November 2022**.

You will need to arrange for a Building Inspector to conduct an inspection of your pool and / or spa barriers to issue you with a Certificate of Compliance (Form 23). You can search for a Building Surveyor using the Victorian Building Authority website.

Please note, a Certificate of Compliance (Form 23) is only **valid for 30 days after it is issued** and must be lodged by the property owner or property representative. The Certificate of Compliance (Form 23) for your property is due by **1 November 2022**. To upload your Compliance Certificate please click [here](#). You will need your **PSR-2021-201** registration number to proceed.

**If you fail to submit your compliance certificate by this date, the council may issue a fine of up to \$1,817.40.**

If your personal details change, please ensure that you let us know so that we can update our records.

If you have any concerns or questions please contact our Building Department on 03 5272 4450 or email [poolsreg@geelongcity.vic.gov.au](mailto:poolsreg@geelongcity.vic.gov.au)

Thank you for playing your part in improving safety around pools and spas.

For more information visit [www.geelongaustralia.com.au/poolsafety](http://www.geelongaustralia.com.au/poolsafety)

Regards,

**BUILDING SERVICES**  
**CITY DEVELOPMENT**

THE CITY OF  
GREATER GEELONG

# BUILDING PERMIT

Building Act 1993, Building Regulations 2018  
Regulation 37(1), (Form 2)



**Issued to owner** J P Ward  
**Address for serving or giving of documents** 42 Stoddart Street  
HAMLYN HEIGHTS VIC 3215  
**Contact person** John Ward  
**Email** jpward10@hotmail.com  
**Phone** 0403 251 149

**Property address** 42 Stoddart Street, HAMLYN HEIGHTS  
**Lot / s** 59 **LP / PS** 12396 **Volume**  
**Crown Allotment** **Section**  
**Parish** **County**  
**Municipal district** City of Greater Geelong

**Builder** L R R Scott and J P Ward  
42 Stoddart Street  
HAMLYN HEIGHTS VIC 3215  
**Contact person** John Ward  
**Email** lynda.r.scott@gmail.com  
**Phone** 0403 251 149

This builder is specified under section 24B (2) (b) of the *Building Act 1993* for the building work to be carried out under this permit.

## Details of building practitioners and architects

to be engaged in the building work:

Name	Category / Class	Registration No.
L R R Scott and J P Ward	Builder	N/A

who were engaged to prepare documents forming part of the application for this permit<sup>3</sup>

Name	Category / Class	Registration No.
J T Andrews	Engineer	EC 29491

**Nature of building work** Carport & Pergola  
Version of BCA applicable to permit NCC-BCA-2019 Vol Two  
Stage of building work permitted Whole project  
Cost of building work \$9,519  
Total floor area of new building work in m<sup>2</sup> 32

Building classification	Part of building	BCA classification
	Carport	Class 10a
	Pergola	Class 10b

**Protection work** Protection work is not required in relation to the building work proposed in this permit.

**Inspection requirements<sup>5</sup>** The mandatory notification stages are:  
**1. Pad Foundation 2. Framework 3. Final Inspection**

A fee may be charged for inspections that are required additional to those stated as mandatory notification stages.

**Occupation or use of building** A Certificate of Final Inspection is required prior to the occupation or use of this building.

**Commencement and completion**

This building work must commence by: **24-Oct-2020**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the *Building Regulations 2018*.

This building work must be completed by: **24-Oct-2021**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the *Building Regulations 2018*.

**Conditions of Building Permit**

Refer to Appendix A

**Delegate of the Municipal Building Surveyor**

  
Joshua Hillman

**Building practitioner registration number** BS-L 39798

**Municipal district** City of Greater Geelong

**Address** 100 Brougham Street, GEELONG 3220

**Email** jhillman@geelongcity.vic.gov.au

**Phone** (03) 5272 4450

**Victorian Building Authority permit number** 3105376986765

**City of Greater Geelong reference number** 2019-1581

**Date of issue of permit** 24-Oct-2019

**Notes**

- |               |   |
|---------------|---|
| <b>Note 1</b> | Pursuant to Section 248 of the <i>Building Act 1993</i> , a person must not act on behalf of an owner of a building or land for the purpose of making any application, appeal or referral under this Act or the regulations unless the person is authorised in writing by the owner to do so. Penalty: 120 penalty units.   |
| <b>Note 2</b> | Under <i>Regulation 42</i> , 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 the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.  |
| <b>Note 3</b> | Include only building practitioners with no further involvement in the building work.   |
| <b>Note 4</b> | Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under Section 135 of the <i>Building Act 1993</i> .   |
| <b>Note 5</b> | Under <i>Regulation 41</i> , person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies. |

**Appendix A** Conditions of building permit

- |                    |   |
|--------------------|---|
| <b>Condition 1</b> | Prior to commencement of building work, the attached site sign is to be displayed in a conspicuous position and remain in place for the duration of the building works. |
| <b>Condition 2</b> | The endorsements marked on the approved plans form part of the conditions of this permit.   |
| <b>Condition 3</b> | Site is to be fenced/barricaded to prevent public access for the duration of the demolition work and site clean-up.   |

THE CITY OF  
GREATER GEELONG

# CERTIFICATE OF FINAL INSPECTION

Building Act 1993, Building Regulations 2018  
Regulation 200 (Form 17)



**Issued to owner**

L R R Scott and J P Ward  
42 Stoddart Street  
HAMLYN HEIGHTS VIC 3215

**Copy to builder**

L R R Scott and J P Ward  
42 Stoddart Street  
HAMLYN HEIGHTS VIC 3215

**Property address**

42 Stoddart Street, HAMLYN HEIGHTS

**Property details**

Lot / s 59 LP 12396 Volume N/A  
Folio N/A Crown Allotment N/A  
Section N/A Parish N/A County N/A  
Municipal District City of Greater Geelong

**Building permit details**

City of Greater Geelong building reference number 2019-1581  
Victorian Building Authority permit number 3105376986765

**Nature of building work**

Construction of carport and verandah

**Description of building work**

Part of building	Permitted use	BCA Classification
Carport	Domestic	10a
Pergola	Domestic	10b

**Directions to fix building work**

All directions to fix building work under Part 4 of the *Building Act 1993* have been complied with.

**Effect of this certificate**

This Certificate of Final Inspection is not evidence that the building work or part of the building to which it applies fully complies with the *Building Act 1993*, *Building Regulations 2018* and the *National Construction Code* and referenced *Australian Standards*.

Delegate of the Municipal Building Surveyor

Chad Daou

Building practitioner registration number BS-L 43971

Address 100 Brougham Street, Geelong Victoria 3220

Email buildinggeneral@geelongcity.vic.gov.au

Phone (03) 5272 4450

Municipal district City of Greater Geelong

Date of issue 23-Jul-2020

Property number 279991



SHERSPEC Pty Ltd, trading as




[www.sherspec.com](http://www.sherspec.com)

8 Valley Drive, Canadian, VIC, 3350

**Owner Builder Inspection Report**  
**PREPARED FOR USE IN ASSESSING A PROPOSAL FOR WARRANTY INSURANCE**  
**TO BE ISSUED UNDER SECTION 137B (2)(a) OF THE BUILDING ACT 1993**

INSPECTION DETAILS

**Registered Practitioners Name:** Rudolf Venema  
**Registered Practitioners Signature:**   
**Practitioners Registration Number:** IN-L 38425  
**Phone:** 0438 402 254 **Email:** [sherspec@gmail.com](mailto:sherspec@gmail.com)  
**Weather Conditions:** Sunny / Dry  
**Date of Inspection:** 9:00 AM, Tue, 10/08/2021  
**Date of Report:** 10/08/2021

DETAILS OF OWNER BUILDER(S)

**Name/S:** John Ward  
**Contact Address:** 42 Stoddart Street, HAMLYN HEIGHTS, VIC, 3215  
**TEL :** 0403 251 149  
**Email:** [jpward10@hotmail.com](mailto:jpward10@hotmail.com)

PROPERTY LOCATION

**Address:** 42 Stoddart Street, HAMLYN HEIGHTS  
**Municipal District:** City of Greater Geelong

BUILDING APPROVAL DETAILS

<b>Building permit number:</b>	3105376986765	<b>Drawings available at the time of the inspection</b>	Yes
<b>Certificate of Final Inspection Date:</b>	33/07/2020	<b>Drawings stamped*</b>	Yes

\* Stamped by the relevant building surveyor that the drawings form part of the building permit.

**SUMMARY OF RESIDENTIAL BUILDING WORKS**

**RESIDENTIAL BUILDING WORKS COVERED BY THIS REPORT**

Carport & pergola attached to an existing dwelling



**SITE**

**Side of Street:** West                      **Property Falls To:** Negligible fall                      **Front Door Faces:** East

**CONSTRUCTION DETAILS**

<b>Footings</b>	Concrete Pads	<b>Stumps</b>	
<b>Floor</b>	Concrete paving	<b>Wall Structure</b>	Steel frame
<b>Roof Shape</b>	Skillion	<b>Wall Lining (INT)</b>	Fibrous cement sheeting
<b>Roof Frame</b>	Steel	<b>Wall Cladding (EXT)</b>	Master shield cladding
<b>Roof Cladding</b>	Steel tray roofing	<b>Ceiling Lining</b>	Cement sheeting
<b>Window Frames</b>		<b>No. Of Storeys</b>	1

**SERVICES / FACILITIES** *No new services and facilities added*

<b>Sewerage</b>		<b>Gas</b>		<b>Water</b>	
<b>Hot Water System</b>		<b>Heating</b>		<b>Smoke Alarms</b>	
<b>Intercom</b>		<b>Air Cond.</b>		<b>Water Tank</b>	
<b>Electricity</b>	✓	<b>Security Alarm</b>		<b>Storm water</b>	✓

**Notes:**

- Only services / facilities related to this report are listed, and any visual defects in the services / facilities that are covering in this report, are listed in the "DEFECTS IN THE RESIDENTIAL BUILDING WORKS" section below.
- The services / facilities are not tested.

**ROOMS / STRUCTURES COVERED BY THIS REPORT**

The carport and pergola as shown on the approved drawings.

*No other structures and/or works are covered on this report.*

**DEFECTS IN THE RESIDENTIAL BUILDING WORKS**

- 1) The drawings show the southern side of the pergola supported by steel posts; however, the pergola was attached to the existing timber veranda.
- 2) The timber partition and gate at the rear of the carport are not shown on the drawings.
- 3) The carport gutter holds some water.
- 4) The gutter on the carport maybe too small to cope with heavy precipitation and could overflow.
- 5) The drawings do not show details regarding the timber weatherboards from the existing dwelling to continue onto the front of the carport.

### INACCESSIBLE AREA AT THE TIME OF THE INSPECTION

Area/s\*NOT Inspected and/or Area/s\* to which REASONABLE ACCESS for Inspection was NOT AVAILABLE and the reason/s why. These include Area/s\* in which Visual Inspection was Obstructed or Restricted:

**The Roof void because:** No access to the carport roof void due to the design of the roof

**The Sub-floor because:** N/A Concrete slab floor

**The Interior because:** Built in section, wall and ceiling lining.  
Parked vehicle.

**The Exterior because:** Built in section, wall and roof cladding.  
North wall on the property boundary.

### SECOND-HAND MATERIAL USED (As confirmed by owner builder & visually)

No second-hand material used to the inspector's knowledge or confirmed by the owner builder

### CONDITIONS & STATUS OF INCOMPLETE WORKS

No incomplete works sighted

### OTHER RELEVANT COMMENTS

The works appear to be structurally in a good condition and appear to have been built to a professional standard.

## CONDITIONS AND LIMITATIONS

This property report was obtained by visual means, where reasonable, clear and safe access was located and available. The level or standard of reasonable, clear and safe access is determined by the inspector at the time of the inspection.

This report has been prepared to the provision of section 137b of the Building Act 1993 for the proposal for warranty insurance and MUST NOT be used for any other purpose.

This inspection report is for the client/s (as details in the "DETAILS OF OWNER BUILDER(S)" section in this report) only and may not be submitted to a third party without written permission from Sherlock Inspections.

This report is valid for a period of six (6) months from the date the report (see page 1)

This report is not a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, or by-law. This report is not or does not take place of a building permit. This report is incomplete without the attached building permit and certificate of final inspection, if a building permit was required for any relevant works covered on this report.

Compliance certificates (including waterproofing certificate) not sighted.

The report covers only the building works varied out by the nominated Owner builder. Pre-existing works are not covered by this report. Some of the pre-existing works that are not covered by this report may not comply with current building regulations.

Reference to the NCC (National Construction Code) and/or Australian Standards are extracts or part of the full regulation only.

BAL (bushfire attack level) assessments or BAL compliance included in this report.

This report is not a pre-purchase inspection report within the meaning of AS 4349.1

This inspection report does not verify that the building or structure was constructed according to the plans, drawing or specifications.

This report is not a warranty or insurance policy against any problems developing with the building/s in the present or future.

No assessment of siting, compliance to energy ratings, testing of material, equipment, fitting, fixtures or appliances have been carried out. No pumps, motors, electrical equipment or any fixtures or fittings plumbing have been tested.

No excavations were made of soil or other material has been removed and no items of furniture or chattels have been moved to obtain the information for this report.

No investigation of insect attack by borer, termite or the like has been made.

There is no guarantee that all faults and or defects have been detailed in this report.

This report (in part or full) may not be copied without prior written permission from Sherlock Inspections.

PROFESSIONAL INDEMNITY INSURANCE CERTIFICATE OF CURRENCY available upon request.

**BUILDING PERMIT**THE CITY OF  
GREATER GEELONG**BUILDING PERMIT**

Building Act 1993, Building Regulations 2018

Regulation 37(1), (Form 2)



**Issued to owner** J P Ward  
**Address for serving or giving of documents** 42 Stoddart Street  
 HAMLYN HEIGHTS VIC 3215  
 Contact person John Ward  
 Email jpward10@hotmail.com  
 Phone 0403 251 149

**Property address** 42 Stoddart Street, HAMLYN HEIGHTS  
 Lot / s 59 LP / PS 12396 Volume Folio  
 Crown Allotment Section  
 Parish County  
 Municipal district City of Greater Geelong

**Builder** L R R Scott and J P Ward  
 42 Stoddart Street  
 HAMLYN HEIGHTS VIC 3215  
 Contact person John Ward  
 Email lynda.r.scott@gmail.com  
 Phone 0403 251 149

This builder is specified under section 24B (2) (b) of the *Building Act 1993* for the building work to be carried out under this permit.

**Details of building practitioners and architects** to be engaged in the building work:

Name	Category / Class	Registration No.
L R R Scott and J P Ward	Builder	N/A

who were engaged to prepare documents forming part of the application for this permit<sup>3</sup>

Name	Category / Class	Registration No.
J T Andrews	Engineer	EC 29491

**Nature of building work** Carport & Pergola  
 Version of BCA applicable to permit NCC-BCA-2019 Vol Two  
 Stage of building work permitted Whole project  
 Cost of building work \$9,519  
 Total floor area of new building work in m<sup>2</sup> 32

Building classification	Part of building	BCA classification
	Carport	Class 10a
	Pergola	Class 10b

**Protection work** Protection work is not required in relation to the building work proposed in this permit.

**Inspection requirements<sup>5</sup>** The mandatory notification stages are:  
**1. Pad Foundation 2. Framework 3. Final Inspection**

A fee may be charged for inspections that are required additional to those stated as mandatory notification stages.

**Occupation or use of building** A Certificate of Final Inspection is required prior to the occupation or use of this building.

**Commencement and completion**This building work must commence by: **24-Oct-2020**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the *Building Regulations 2018*.

This building work must be completed by: **24-Oct-2021**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the *Building Regulations 2018*.

**Conditions of Building Permit**

Refer to Appendix A

**Delegate of the Municipal Building Surveyor**
  
 Joshua Hillman
**Building practitioner registration number** BS-L 39798**Municipal district** City of Greater Geelong**Address** 100 Brougham Street, GEELONG 3220**Email** jhillman@geelongcity.vic.gov.au**Phone** (03) 5272 4450**Victorian Building Authority permit number** 3105376986765**City of Greater Geelong reference number** 2019-1581**Date of issue of permit** 24-Oct-2019

Notes	
<b>Note 1</b>	Pursuant to Section 248 of the <i>Building Act 1993</i> , a person must not act on behalf of an owner of a building or land for the purpose of making any application, appeal or referral under this Act or the regulations unless the person is authorised in writing by the owner to do so. Penalty: 120 penalty units.
<b>Note 2</b>	Under <i>Regulation 42</i> , 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 the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
<b>Note 3</b>	Include only building practitioners with no further involvement in the building work.
<b>Note 4</b>	Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under Section 135 of the <i>Building Act 1993</i> .
<b>Note 5</b>	Under <i>Regulation 41</i> , person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Appendix A Conditions of building permit	
<b>Condition 1</b>	Prior to commencement of building work, the attached site sign is to be displayed in a conspicuous position and remain in place for the duration of the building works.
<b>Condition 2</b>	The endorsements marked on the approved plans form part of the conditions of this permit.
<b>Condition 3</b>	Site is to be fenced/barricaded to prevent public access for the duration of the demolition work and site clean-up.

**CERTIFICATE OF FINAL INSPECTION**THE CITY OF  
GREATER GEELONG**CERTIFICATE OF  
FINAL INSPECTION**Building Act 1993, Building Regulations 2018  
Regulation 200 (Form 17)**Issued to owner**L R R Scott and J P Ward  
42 Stoddart Street  
HAMLYN HEIGHTS VIC 3215**Copy to builder**L R R Scott and J P Ward  
42 Stoddart Street  
HAMLYN HEIGHTS VIC 3215**Property address**

42 Stoddart Street, HAMLYN HEIGHTS

**Property details**

Lot / s 59 LP 12396 Volume N/A  
 Folio N/A Crown Allotment N/A  
 Section N/A Parish N/A County N/A  
 Municipal District City of Greater Geelong

**Building permit details**

City of Greater Geelong building reference number 2019-1581  
 Victorian Building Authority permit number 3105376986765

**Nature of building work**

Construction of carport and verandah

**Description of building work**

Part of building	Permitted use	BCA Classification
Carport	Domestic	10a
Pergola	Domestic	10b

**Directions to fix building work**All directions to fix building work under Part 4 of the *Building Act 1993* have been complied with.**Effect of this certificate**

This Certificate of Final Inspection is not evidence that the building work or part of the building to which it applies fully complies with the *Building Act 1993*, *Building Regulations 2018* and the *National Construction Code* and referenced *Australian Standards*.

Delegate of the Municipal Building Surveyor

A handwritten signature in black ink, appearing to read "Chad".

Chad Daou

Building practitioner registration number BS-L 43971

Address 100 Brougham Street, Geelong Victoria 3220

Email buildinggeneral@geelongcity.vic.gov.au

Phone (03) 5272 4450

Municipal district City of Greater Geelong

Date of issue 23-Jul-2020

Property number 279991