

Contract of Sale of Land

Property address: 84 Heytesbury Street HERNE HILL VIC 3218

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

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.

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 [] 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

Jason Bruce Feldman

State nature of authority if applicable
e.g. 'director', 'attorney under power
of attorney'

As Power of Attorney Elizabeth Mary Feldman
As Surviving Proprietor

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

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.

Particulars of sale

Vendor's estate agent

Name:	Real Estate Geelong
Address:	52 North Valley Road HIGHTON VIC 3216
Telephone:	0419315727
Fax:	
Email:	wes@realestate-geelong.com.au

Vendor

Name(s):	Jason Bruce Feldman As Power of Attorney Elizabeth Mary Feldman As Surviving Proprietor
Address:	84 Heytesbury Street HERNE HILL VIC 3218

Vendor's legal practitioner or conveyancer

Name:	Danny Beranic Conveyancing
Address:	1/152 High Street BELMONT VIC 3216
Telephone:	0416016177
Fax:	
Email:	conveyancing@dannyberanic.com.au

Purchaser

Name(s):	
Address:	
Telephone:	W: H:
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Land (general conditions 6 and 12)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	8225	Folio	161	97	LP32702

Property address
The address of the land

84 Heytesbury Street HERNE HILL VIC 3218

Goods sold with the land
General condition 5.2(f). List
or attach schedule.

NIL Vacant Land

Payment

Price \$

Deposit \$

by
dd/mm/yyyy

(of which [amount] has been
paid)

Balance payable at settlement \$

Deposit bond

General condition 14 applies only if the box is checked

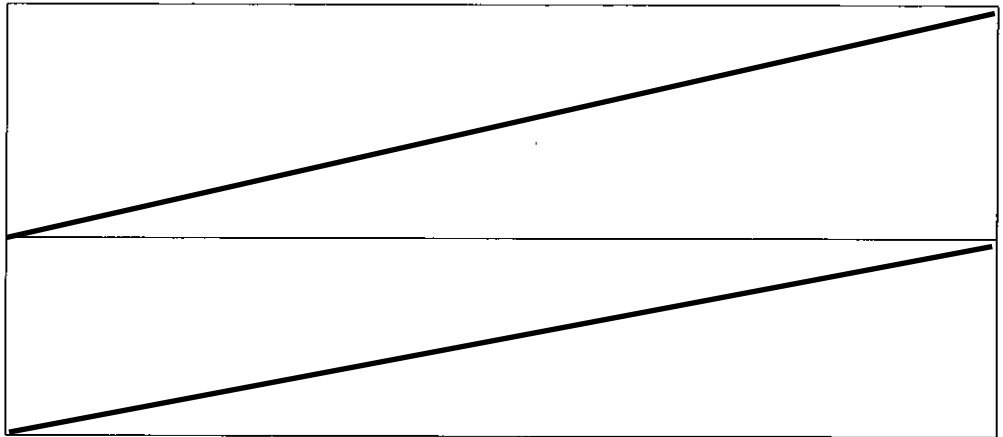
Bank guarantee

General condition 15 applies only if the box is checked

GST (general condition 18)

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

If this is a sale of a 'farming business' or 'going concern' then add the words 'farming business' or 'going concern' in this box:



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

Settlement (general condition 16 and 25.2)

Is due on:
dd/mm/yyyy

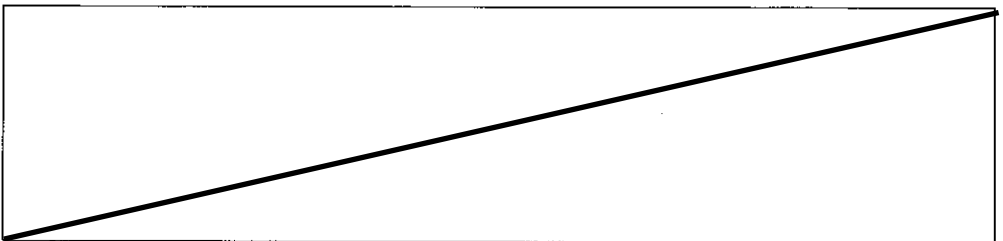


unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

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

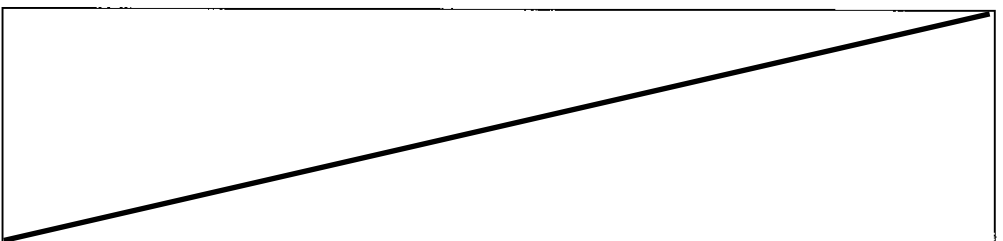
Lease (general condition 4.1)

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



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



and refer to general condition 29 and add any further provisions by way of special conditions.

Loan (general condition 19) – NOT APPLICABLE AT AUCTION

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

Lender	
Loan amount	
Approval date	

Building report

~~General condition 20 applies only if the box is checked~~

Pest report

~~General condition 21 applies only if the box is checked~~

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 – Acceptance of title

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

Special condition 1B – Foreign resident capital gains withholding

*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.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 special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.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.
- 1B.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 in this special condition; and
 - (b) ensure that the representative does so.
- 1B.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 special 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 special 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.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 2 – Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement 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*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
- be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - 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
 - conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation. The Vendor will as soon as practicable initiate the preparation to both the Duties Online Settlement Statement as well as an invitation to the PEXA electronic work space platform after the contract date and will provide the purchaser with an online invitation to the Duties online settlement platform & Pexa electronic work space platform at least 10 days prior to settlement.
- The Purchaser will sign the Duties online settlement statement no later than 7 days prior to settlement. Should the purchaser fail to finalise the Duties Online document at least 7 days prior to settlement date in the contract or the details are amended or changed by the purchaser creating a need for the Vendor to resign the Duties online document, the Vendor will not be required to settle the matter prior to the expiration of Seven (7) days after the Vendor resigns the Duties online document. The Vendor will do all things necessary to expedite the signing of the Duties online document.
- The Purchaser must notify the Vendor of any intention not to sign off on any documents relating to the financial statement prior to the nominated settlement time.
- The Vendor also reserves the right to pass onto the Purchaser any associated costs incurred with regards to any delay in settlement. The Purchaser must pay a re-scheduling settlement fee of \$220.00 to the Vendors representation if the settlement is delayed to the next business day. The re-scheduling fee is payable by the Purchaser for each and every daily delay. The Purchaser acknowledges that the fee is a reasonable pre-estimate of additional costs incurred by the Vendors as a result of the Vendors representation having to facilitate the delay.
- The Vendor also reserves the right to pass onto to the Purchaser any associated costs incurred with regards to any/all subsequent linked settlements within the Pexa electronic platform, including but not limiting to removalist costs
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 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 lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- electronically on the next business day, or
 - at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - 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
 - direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.
- 3.0 **Breach**
- General Condition 31 is amended by adding the following new paragraph at the end of the condition.
- The Purchaser acknowledges that the following items constitute reasonable foreseeable loss
- The Purchaser acknowledges that the fee is a reasonable pre-estimate of additional costs incurred by the Vendors as a result of the Vendors representation having to facilitate the delay
- Expenses payable by Vendor under any existing loans secured over the property or other property of the Vendor associated with this settlement.
 - The Vendors Legal costs and additional Conveyancing expenses incurred due to the breach including the cost of issuing and Default Notice and or Rescission Notice prepared and served on the Purchaser agreed at a sum of \$550.00 including GST to the Vendors representative.
- 4.0 If the property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

5.0. If a company purchases the property:

Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale

6.0 **Certain General Conditions Not Applicable**

General Conditions 11, 30.4,30.5,30.6 shall not apply to this contract.

7.0 **Deposit Bond**

In this Contract, the word 'Bond' means the original Bond issued to the Vendor at the request of the Purchaser by the bond issuer (the "Guarantor") a deposit bond or irrevocable letter of credit, order or undertaking Issued by a bank or financial institution that is acceptable to the Vendor (in its absolute discretion) and in favour of the Vendor for the amount of Deposit upon terms and conditions which are to the satisfaction of the Vendor in its absolute discretion.

The delivery of the original Bond no later than the time the Deposit is required to be paid under this Contract to the person ("Deposit Holder") nominated in this Contract to hold the Deposit as Stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment of the Deposit in accordance with this Contract.

On completion of this Contract, the Purchaser shall pay to the Vendor, in addition to all other moneys payable under this Contract, the amount stipulated in this Bond, either by way of Cash or unendorsed Cheque drawn by an authorized deposit-taking Institution within the meaning of the Banking Act 1959 of the Commonwealth.

If the Vendor serves on the Purchaser a Notice of Rescission, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the Deposit (or so much thereof as has not been paid) to the Deposit Holder.

The Vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, satisfy the Purchaser's obligation to pay the Deposit under the previous paragraph.

7.1 **Deposit** The failure by the Purchaser to pay the deposit or part thereof on the due date shall be a fundamental breach of the contract.

The Vendor will be entitled to terminate the contract immediately at the Vendors option. General Condition 27 shall not apply where the deposit or part of the deposit has not been paid upon the due date.

8.0 **GST Withholding**

8.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

8.2 This special condition 6A applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 6B is to be taken as relieving the vendor from compliance with section 14-255.

8.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

8.4 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
- (b) ensure that the representative does so.

8.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special 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.

8.6 The representative is taken to have complied with the requirements of special condition 6.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in special condition 6.6. However, if the purchaser gives the bank cheque in accordance with this special condition 6.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

- 8.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 8.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 6.10 ; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 8.12 This special condition will not merge on settlement.
9. **Rate certificates**
The Purchaser agrees to provide to the Vendor's representative copies of all certificates and searches obtained by the Purchaser to calculate adjustments. Should the purchaser fail to obtain and provide certificates then the adjustments will be calculated as having been paid in full by the Vendor and the relevant adjustments recorded. The Purchaser acknowledges that in such instance they forfeit any right and or ability to adjust after settlement or at settlement.
10. **Swimming Pool (if Applicable)**
If the Land includes a swimming pool, spa or pond ("Pool"), the Purchaser acknowledges and agrees that:
- (a) the Purchaser, as the new owner of the Property, has made its own enquiries regarding the obligations with respect to the Pool and any existing or required safety barriers located at the Property;
The Purchaser accepts the current condition regarding pool fencing, being fenced or unfenced
 - (b) from settlement the Purchaser will be responsible to comply with the Building Act 1993(Vic) and its Regulations (including any amendments to the Building Act 1993) in relation to a Pool and the required safety barriers;
 - (c) the Purchaser shall not make any claim against the Vendor in relation to the Pool or any existing or required safety barriers;
 - (d) The Purchaser shall indemnify the Vendor against at costs associated with the Pool including any existing safety barriers; and
 - (e) Neither the Vendor nor the Vendor's Estate Agent has made any representations or warranties in relation to the Pool or any safety barriers.
11. The Purchaser acknowledges being provided a copy of the Due Diligence checklist prior to signing of this contract.
12. General condition 20.2 & 21.2 are amended to read 7 days in lieu of 14 days to obtain Building & Pest Inspections.

PURCHASER NOT REQUIRED TO WITHHOLD FUNDS AT SETTLEMENT

This letter serves as the notification, pursuant to Section 14-250 250 of Schedule 1 of the *Tax Administration Act 1953* ("*TAA*") that you are not required to withhold and direct funds to the Commission of Taxation at settlement of this contract.

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

Please contact our office if you have any queries.

This information is provided solely for the purpose of complying with the withholding provisions required by the Taxation Administration Act. This document is not a tax invoice and should not be considered or construed as such.

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

- 12.2 The remaining provisions of this general condition 12 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 12.3 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.
- 12.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 12.5 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.
- 12.6 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.
- 12.7 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.

- 12.10 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 **Sole Director / Directors** of **ACN**

(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

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

Enduring Power of Attorney

Regulation 5 of the Powers of Attorney Regulations 2015

THIS ENDURING POWER OF ATTORNEY is made under Part 3 of the *Powers of Attorney Act* 2014 and has effect as a deed under Section 81 of the Act.

Name of principal: **ELIZABETH MARY FELDMAN**

Address of principal: **84 HEYTESBURY STREET, HERNE HILL, VIC 3218**

1. APPOINTMENT

I APPOINT my Husband **BRUCE EDWARD FELDMAN** of **84 HEYTESBURY STREET, HERNE HILL, VIC 3218** to be my attorney **AND** in the alternate I APPOINT my son **JASON BRUCE FELDMAN** of **13 HUNT STREET, HERNE HILL, VIC 3218**.

I specify that all previous enduring powers of attorney made by me under the *Powers of Attorney Act* 2014 are revoked.

Note: Under Section 55 of the Powers of Attorney Act 2014 any other enduring power of attorney will be revoked to the extent of any inconsistency with this enduring power of attorney, unless you specify otherwise.

2. AUTHORISATION

I AUTHORISE my attorney to do anything on my behalf that I can lawfully do by an attorney for

- personal matters
- financial matters
- both personal and financial matters
- do anything on my behalf that I can lawfully do by an Attorney (see section 22(1) of the Act)

If not authorising the Attorney(s) to exercise power for all personal or financial matters, specify the matter(s) and the attorney(s) to whom the matter(s) apply. If different attorneys are appointed for different matters, specify how these attorneys are to act eg. jointly and for which matters.

Not applicable.

3. COMMENCEMENT

The powers under this enduring power of attorney for all matters are exercisable

- immediately on the making of this enduring power of attorney
- when I cease to have the decision making capacity for the matter(s)
- Other time, circumstance or occasion

ROGER O'HALLORAN & CO.
SOLICITORS

63 GHERINGHAP ST., GEELONG 3220

BY 22054

document of which purposes to be a copy of the same having been carefully examined by us this 2 day of October 2017

T. [Signature] [Signature]
[Signature] is an Australian Legal Practitioner

(If power for a specified matter(s) is exercisable at a different time, circumstance or occasion to other matter(s) in the enduring power of attorney, specify the matter(s) and when exercisable)

4. **CONDITIONS AND INSTRUCTIONS**

The exercise of power under this enduring power of attorney is subject to the following conditions and/or instructions:

Nil

5. **SIGNATURE OF PRINCIPAL**

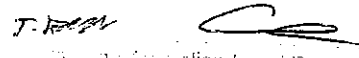


ELIZABETH MARY FELDMAN
Principal

18 / 09 / 2017

Date

ROGER O'HALLORAN & CO.
SOLICITORS
63 GHERINGHAP ST., GEELONG 3220
DX 22054

(Faint, illegible text, possibly a stamp or secondary signature)
2 day of October 2017

(Faint, illegible text)

CERTIFICATE OF WITNESSES

Witnessed by:

BRENDAN O'HALLORAN

Name of first witness

63 GHERINGHAP STREET

GEELONG VIC 3220

Address of first witness

THOMAS GEORGE EDWARDS

Name of second witness

UNIT 1/45 ALEXANDRA AVENUE

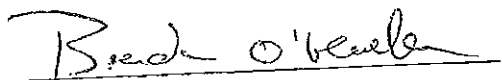
GEELONG VIC 3220

Address of second witness

Each witness certifies that the principal appeared to freely and voluntarily sign this instrument in our presence; and

- at that time, the principal appeared to us to have decision making capacity in relation to the making of this enduring power of attorney; and
- we are not attorneys under this enduring power of attorney; and
- we are not relatives of the principal or of an attorney under this enduring power of attorney; and
- we are not care workers or accommodation providers for the principal.

Signed:



First Witness *[signature of first witness]*



Second Witness *[signature of second witness]*

LEGAL PRACTITIONER

Qualification
[if first witness is acting as a medical practitioner or person authorised to witness affidavits]

LAW STUDENT

Qualification
[if second witness is acting as a medical practitioner or person authorised to witness affidavits]

Date:

18 / 09 / 2017

ROGER O'HALLORAN & CO.
SOLICITORS
63 GHERINGHAP ST., GEELONG 3220
DX 22054

[Faint handwritten notes and signatures]
17

STATEMENT OF ACCEPTANCE OF APPOINTMENT – ATTORNEY

Name of principal: **ELIZABETH MARY FELDMAN**
 Name of attorney: **BRUCE EDWARD FELDMAN**
 Address of attorney: **84 HEYTESBURY STREET, HERNE HILL, VIC 3218**

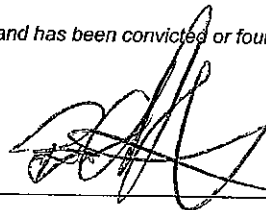
I **ACCEPT** my appointment as attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the *Powers of Attorney Act 2014* to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the *Powers of Attorney Act 2014* and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the *Powers of Attorney Act 2014* that relate to the enduring powers of attorney.

I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty.

Tick this box if the attorney is appointed for financial matters and has been convicted or found guilty of an offence involving dishonesty

Signed:



BRUCE EDWARD FELDMAN

Date:

18 / 09 / 2017

Witnessed by:

I witnessed the signing of the statement of acceptance by the attorney.

BRENDAN O'HALLORAN
 53 GHERINGHAP ST. GEELONG 3220
 An Australian Legal Practitioner
 within the meaning of the Legal
 Profession Uniform Law (Victoria)

Name of witness



Signature

18 / 9 / 2017

Date

Address of witness

Note: Each attorney must sign a statement of acceptance and it must be witnessed separately in the enduring power of attorney.

ROGER O'HALLORAN & CO.
 SOLICITORS
 63 GHERINGHAP ST., GEELONG 3220

Witnessed by:
 This statement was signed on the 2 day of October 2017



STATEMENT OF ACCEPTANCE OF APPOINTMENT – ATTORNEY

Name of principal: **ELIZABETH MARY FELDMAN**
Name of attorney: **JASON BRUCE FELDMAN**
Address of attorney: **13 HUNT STREET, HERNE HILL, VIC 3218**

I ACCEPT my appointment as attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the *Powers of Attorney Act 2014* to act as an attorney under an enduring power of attorney; and
 - I understand the obligations of an attorney under an enduring power of attorney and under the *Powers of Attorney Act 2014* and the consequences of failing to comply with those obligations; and
 - I undertake to act in accordance with the *Powers of Attorney Act 2014* that relate to the enduring powers of attorney.
- I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty.

Tick this box if the attorney is appointed for financial matters and has been convicted or found guilty of an offence involving dishonesty

Signed:



JASON BRUCE FELDMAN

Date:

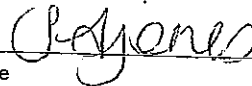
18/09/2017

Witnessed by:

I witnessed the signing of the statement of acceptance by the attorney.

SUSAN JONES

Name of witness



Signature

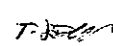
13 HUNT ROAD
HERNE HILL VIC 3218.

Address of witness

18/09/2017

Date

ROGER O'HALLORAN & CO.
SOLICITORS
63 GHERINGHAP ST., GEEELONG 3220
DX 22054

Stamp: *Notary Public*
Signature: 
Date: 18 October 2017

APPLICATION BY SURVIVING PROPRIETOR

Section 50 Transfer of Land Act 1958

Lodged by:

Name: Danny Beranic Conveyancing

Phone: 0416016177

Address: PO Box 727 Belmont 3216

Ref: 1983

Customer Code:

The applicant applies to be registered as the proprietor of the estate and interest in the land held jointly with the deceased.

Land: *(title, mortgage, charge or lease)*

Privacy Collection Statement

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

MADE AVAILABLE/CHANGE CONTROL

Office Use Only

Volume 8225 Folio 161

Applicant: *(full name and address including postcode)*

Jason Bruce Feldman as Power of Attorney for Elizabeth Mary Feldman

Deceased: *(full name)*

Bruce Edward Feldman

Dated:

Signature of applicant

or

Signature of Australian Legal Practitioner within the meaning/under the Legal Profession Act 2004 and agent

Approval No. 27151207A

ORDER TO REGISTER

Please register and issue title to

ASP

Signed

Cust. Code



THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Jason Bruce Feldman As Power of Attorney Elizabeth Mary Feldman As Surviving Proprietor
Property:	84 Heytesbury Street HERNE HILL VIC 3218

VENDORS REPRESENTATIVE

Danny Beranic Conveyancing
PO Box 727
BELMONT VIC 3216
Tel: 0416016177
Email: conveyancing@dannyberanic.com.au

Ref: 5320

SECTION 32 STATEMENT
84 HEYTESBURY STREET HERNE HILL VIC 3218

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.

- Covenants affecting the land are as set out in the attached copies of title.

- Other restrictions affecting the land are as attached.

- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) **BUSHFIRE**

This land is not in a designated bushfire-prone area under section 192A of the Building Act 1993.

(c) **ROAD ACCESS**

There is access to the Property by Road.

(d) **PLANNING** See attached certificate

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

SECTION 32 STATEMENT
84 HEYTESBURY STREET HERNE HILL VIC 3218

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Not Connected
Sewerage	Not Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents within this Section 32 Statement
- **Due Diligence Checklist**

SECTION 32 STATEMENT
84 HEYTESBURY STREET HERNE HILL VIC 3218

DATE OF THIS STATEMENT

2 / 11 /20 21

Name of the Vendor

Jason Bruce Feldman

Signature/s of the Vendor

x  A633D364B8E7484...

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Register Search Statement - Volume 8225 Folio 161

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 08225 FOLIO 161

Security no : 124092359128W
Produced 09/09/2021 09:26 AM

LAND DESCRIPTION

Lot 97 on Plan of Subdivision 032702.
PARENT TITLE Volume 08150 Folio 602
Created by instrument A604581 15/09/1958

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

BRUCE EDWARD FELDMAN
ELIZABETH MARY FELDMAN both of 84 HEYTESBURY ST HERNE HILL GEELONG
P702647V 14/03/1990

ENCUMBRANCES, CAVEATS AND NOTICES

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 LP032702 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)

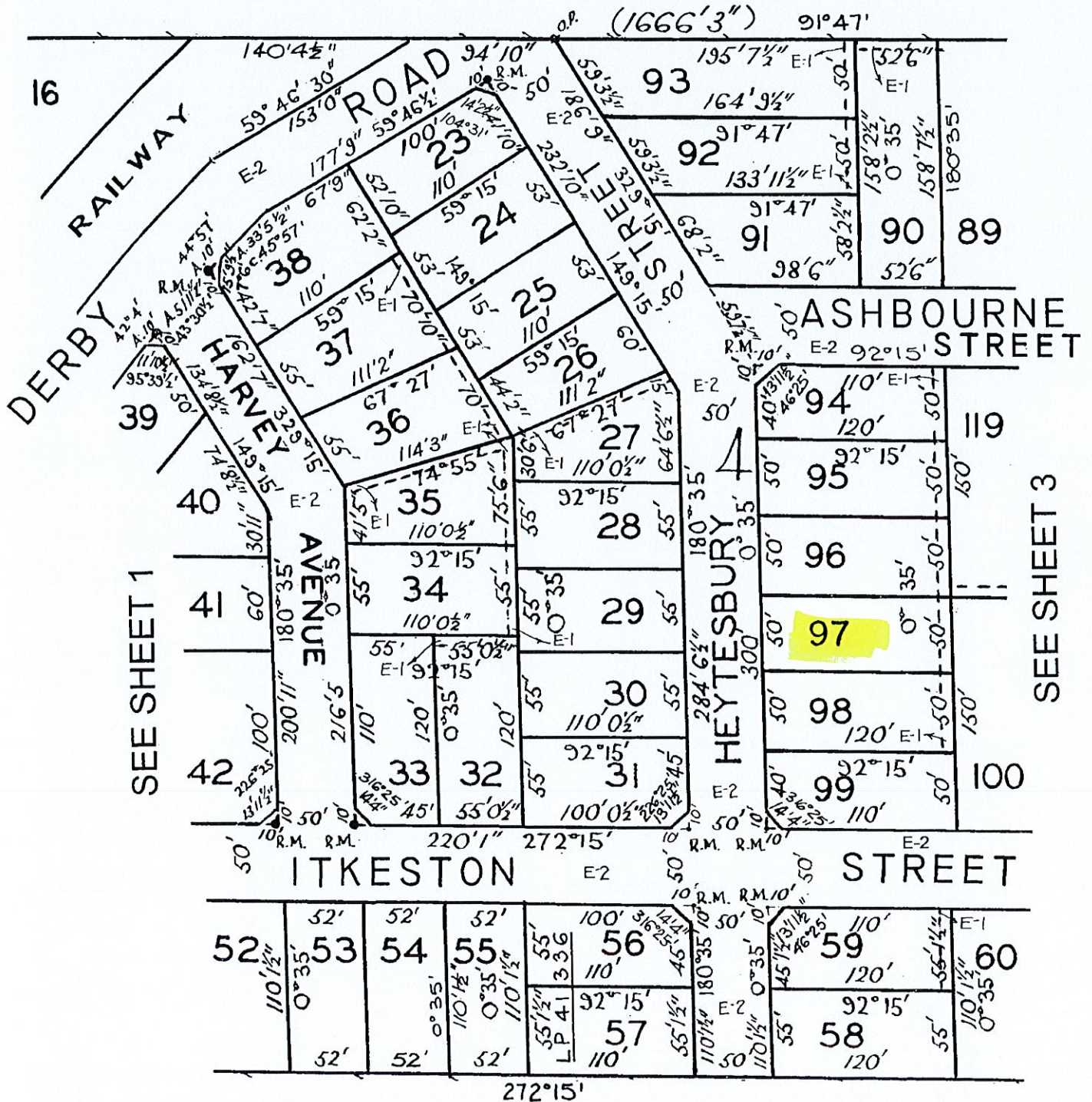
Street Address: 84 HEYTESBURY STREET HERNE HILL VIC 3218

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 09/09/2021, for Order Number 70239324. Your reference: 5320Feldman.

LP32702

3. SHEETS
SHEET 2.



© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

PLAN OF SUBDIVISION OF PART OF CROWN ALLOTMENT 4 SECTION 13 EDITION 1

LP32702

PARISH OF MOORPANYAL

COUNTY OF GRANT

VOL.8096 FOL.775

VOL.1144 FOL.641

PLAN MAY BE LODGED:
05/03/1956

3. SHEETS
SHEET 1.

COLOUR CODE

E-1 = BLUE

E-2 = BROWN

APPROPRIATIONS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE AND IS 6 FEET WIDE

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE

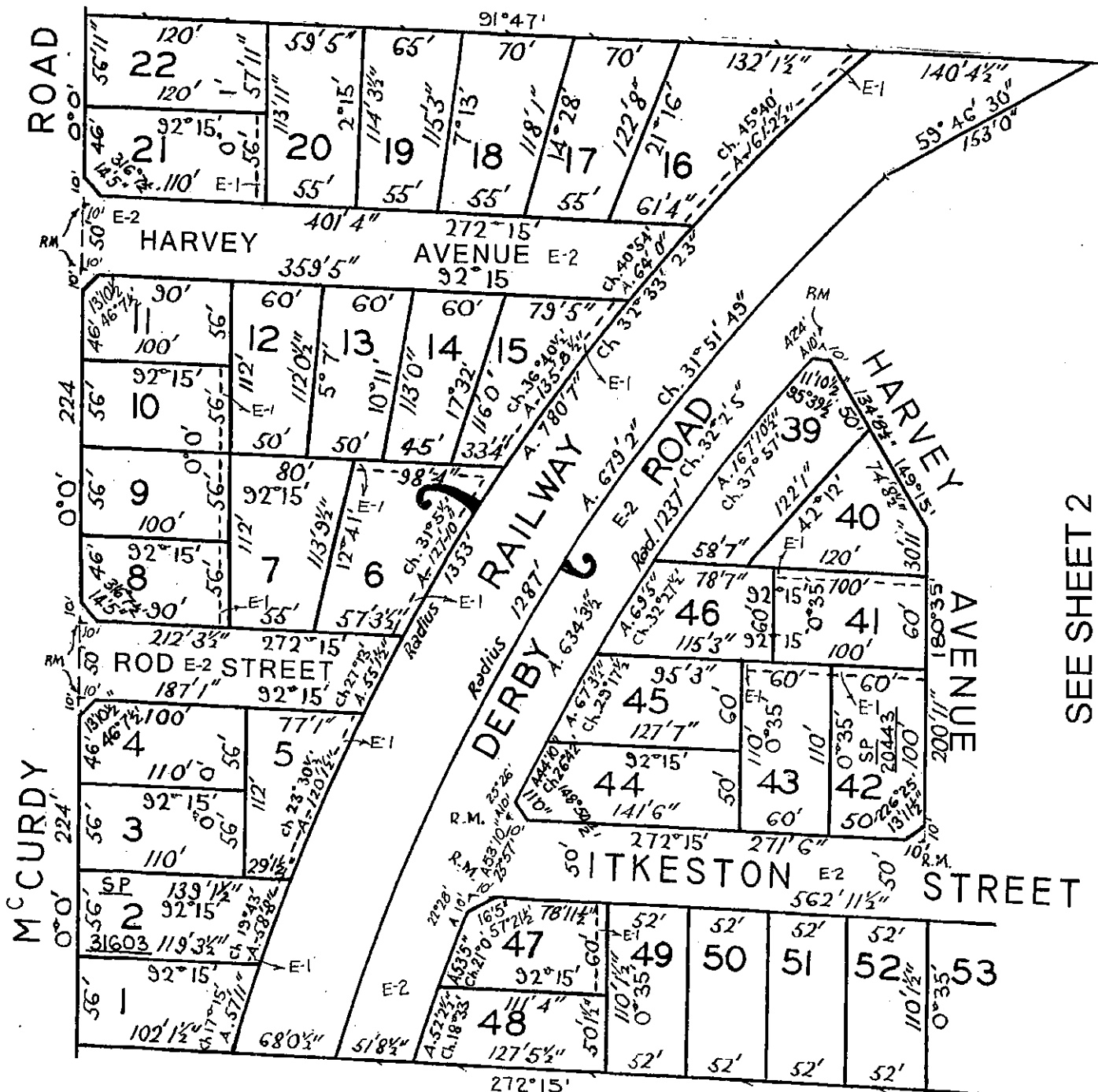
Measurements are in Feet & Inches

Conversion Factor

FEET x 0.3048 = METRES

STREET NAMES AMENDED
FROM: ANGUS STREET
TO: ROD STREET
VIDE: GAZ. 1956 P.6333

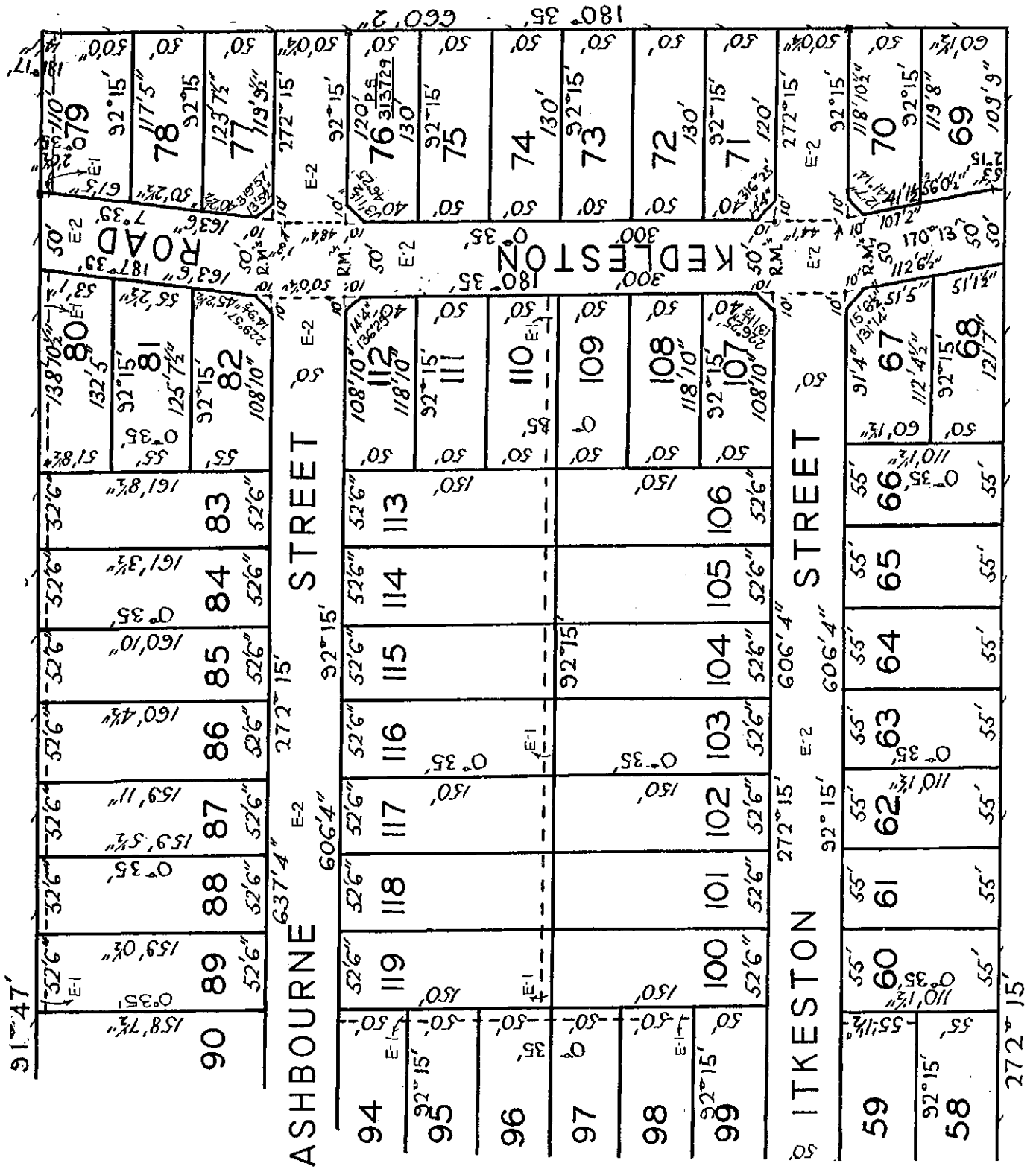
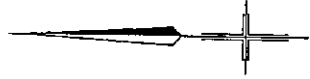
STREET NAME AMENDED
FROM: JOYCE PARADE
TO: HARVEY AVENUE
VIDE: GAZ. 1965 P.267



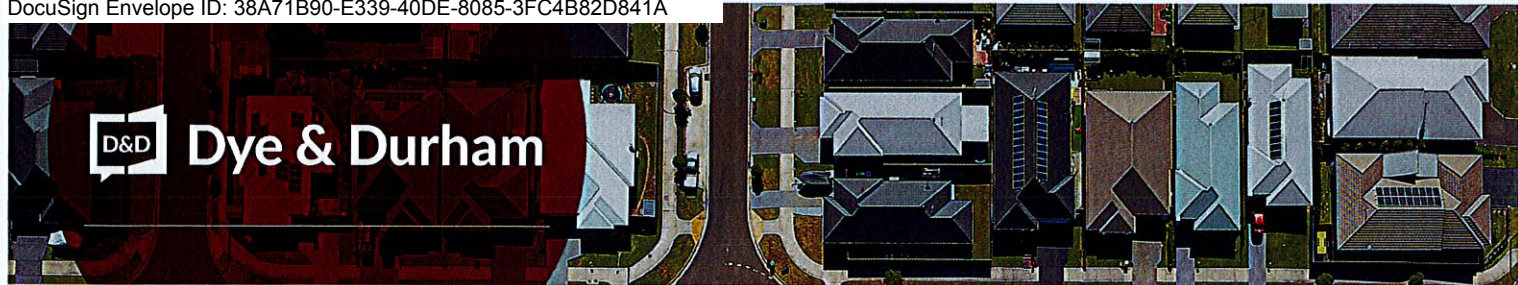
SEE SHEET 2

LP32702

3 SHEETS
SHEET 3



SEE SHEET 2



Planning Certificate

PROPERTY DETAILS

Property Address: 84 Heytesbury Street HERNE HILL VIC 3218

Title Particulars: Vol 8225 Fol 161

Vendor: BRUCE FELDMAN , ELIZABETH FELDMAN

Purchaser: N/A

Certificate No: 70933234

Date: 25/10/2021

Matter Ref: 5320feldman

Client: Danny Beranic
Conveyancing

MUNICIPALITY

GREATER GEELONG

PLANNING SCHEME

GREATER GEELONG PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

GREATER GEELONG CITY COUNCIL

ZONE

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 8

ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE

OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

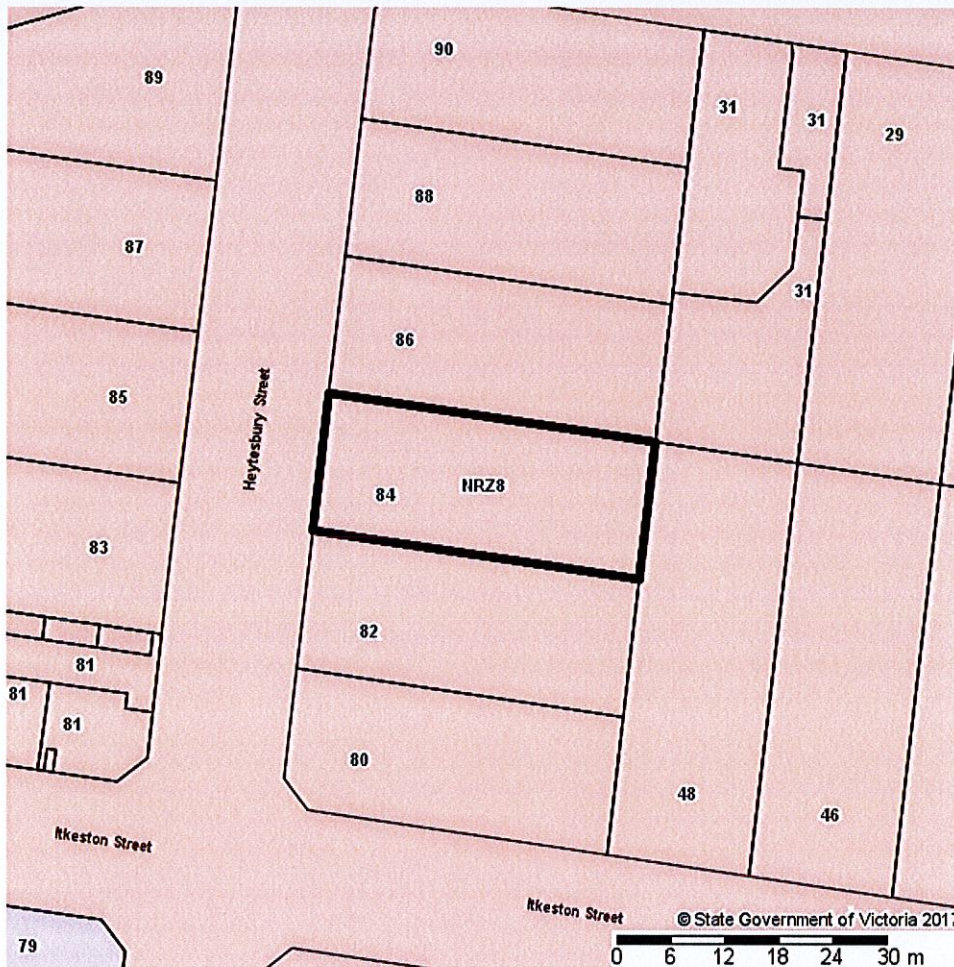
OTHER OVERLAYS: NOT APPLICABLE



PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE

ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58


PLANNING ZONE MAP
**ZONING**

-  COMMERCIAL 1 ZONE
-  NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 8

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

Dye & Durham Property Pty Ltd ACN 089 586 872. All rights reserved. Dye & Durham and the Dye & Durham logo are the property of Dye & Durham Limited.

Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.

CITY OF GREATER GEELONG

PO Box 104,
Geelong VIC 3220
DX 22063 Geelong

P: 03 5272 5272
E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au

**LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **19-Oct-2021**Certificate No: **187716**

Applicants Ref:

70933234:107396345:151343**Assessment Number: 10521**Property Address: **84 Heytesbury Street, HERNE HILL VIC 3218**Property Description: **Lot 97 LP 32702**

Ratepayer as per

Council Records: **E M Feldman**

Applicant:

Dye & Durham Property Pty Ltd (New Account)
PO BOX A2151
SYDNEY SOUTH NSW 1235

Operative Valuation Date:	01-Jul-2021
Level of Valuation Date:	01-Jan-2021
Capital Improved Value:	510,000
Site Value:	380,000
Net Annual Value:	25,500

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. On request any overpayment of rates at settlement will be refunded to the payee, with a \$30 fee being applicable.

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

(ie. **17-Jan-2022**) 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

CITY OF GREATER GEELONG**LAND INFORMATION CERTIFICATE (cont.)**In accordance with Section 121 of the
Local Government Act 2020Date of Issue: **19-Oct-2021**

eService

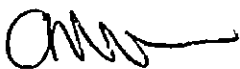
Certificate No: **187716**Property Address: **84 Heytesbury Street, HERNE HILL VIC 3218**Assessment Number: **10521.3**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	1,167.25
	State Government Levies	144.05
	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
Other:	Special Charges (<i>subject to Final Costs</i>)	0.00
	Sundry Charges	0.00
Payment:	Amount Received	0.00
	Overpayment	0.00
	All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	Total Due:	1,707.65

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**Bill Code: 17475****Reference: 100000105213**Payment via internet or phone banking,
from your cheque or savings account.**Your Ref: 70933234:107396345:151343****Page 2 of 2**Standard Property
Sec 121 LGA 2020

PROPERTY INFORMATION CERTIFICATE

Building Regulations 2018
Pursuant to Regulation 51(1)



Dye & Durham Property Pty Ltd - Melbourne
PO BOX 447
SOUTH MELBOURNE VIC 3205

19 October 2021
PI: 208526
PIR-2021-8883
Telephone: 5272 4450
Your Ref 107396348

PROPERTY FOR WHICH INFORMATION WAS REQUESTED			
Property Address	84 Heytesbury Street, HERNE HILL VIC 3218		
Title Information	Lot 97 LP 32702	Volume / Folio	IT

Regulation 51(1) *Building Regulation 2018*, any person may request the relevant Council to provide in relation to any building or land:

1. Details of any Permit or Certificate of Final Inspection issued in the preceding 10 years:

N/A

2. Details of any current statement issued under Regulation 64 (Combined Allotments) or Regulation 231 (Subdivision of existing buildings)

N/A

3. Details of any current Notice or Order issued by the Relevant Building Surveyor under the Act.

N/A

Please Note:

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered.

Yours sincerely

A handwritten signature in black ink, appearing to read "Cheryl McCance". The signature is fluid and cursive.

Cheryl McCance
Technical Officer

BUILDING SERVICES
100 BROUGHAM STREET, GEELONG

PROPERTY INFORMATION CERTIFICATE

Building Regulations 2018
Pursuant to Regulation 51(1)



Dye & Durham Property Pty Ltd - Melbourne
PO BOX 447
SOUTH MELBOURNE VIC 3205

19 October 2021
PI: 208526
PIR-2021-8883
Telephone: 5272 4450
Your Ref 107396348

PROPERTY FOR WHICH INFORMATION WAS REQUESTED			
Property Address	84 Heytesbury Street, HERNE HILL VIC 3218		
Title Information	Lot 97 LP 32702	Volume / Folio	IT

Regulation 51(1) *Building Regulation 2018*, any person may request the relevant Council to provide in relation to any building or land:

1. Details of any Permit or Certificate of Final Inspection issued in the preceding 10 years:

N/A

2. Details of any current statement issued under Regulation 64 (Combined Allotments) or Regulation 231 (Subdivision of existing buildings)

N/A

3. Details of any current Notice or Order issued by the Relevant Building Surveyor under the Act.

N/A

Please Note:

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered.

Yours sincerely

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

Cheryl McCance
Technical Officer

BUILDING SERVICES
100 BROUGHAM STREET, GEELONG

Information Statement Part A

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

INSTALLATION NUMBER: 12223685 **APPLICATION NUMBER:** 402932 **DATE:** 19/10/2021
PROPERTY ADDRESS: 84 HEYTESBURY ST, HERNE HILL, VIC 3218
YOUR REFERENCE: 5320feldman
OWNER: BE & EM FELDMAN
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/10/2021 to 31/12/2021. 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
Sewerage Service Charge	140.63	0.00	140.63
Water Service Charge	34.33	0.00	34.33
Outstanding to 13/09/2021	176.67	0.00	176.67
TOTAL DUE	\$ 351.63	0.00	351.63

Important Information

Account Not Yet Issued For Service And Volume Charges.

THE WATER METER WAS LAST READ ON 10/09/2021. 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 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 18/12/2021. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 18/12/2021 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

Danny Beranic Conveyancing via Dye & Durham Property Pty
Ltd
Level 20 535 Bourke Street



Bill Code: 585224

Ref Code: 4320 2532 1222 3685 2

Information Statement Part B

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

19-10-2021

Danny Beranic Conveyancing via Dye & Durham Property Pty Ltd
Level 20
535 Bourke Street

Property: 84 HEYTESBURY STREET HERNE HILL 3218

I refer to your application received at this office on 19/10/2021. I wish to advise encumbrances which may not be shown on Certificate of Title presently exist in respect of the above property, and are set out below.

Encumbrances: A sewer main vested in Barwon Water is laid as per attached copy of plan.

The plan shows the location of sewers vested in Barwon Water. This information has been obtained from plans kept by Barwon Water for its own purposes. The plans may show the position of such underground water and sewerage services and other structures and equipment relative to fences, buildings, levels, and the like as these existed at the time such plant was installed. The plans have not necessarily been amended to take account of any subsequent change in any matter. Barwon Water does not warrant or hold out that the plans show more than the presence or absence of the services and will accept no liability arising from use of the information shown on the plans.

No Notices served in respect of the property at present remain outstanding, relative to the connection of water supply and/or sewerage services.

It should be noted the erection of any building, wall, bridge, fence, or other structure over, under, or within one metre laterally of any sewer vested in Barwon Water is prohibited by the Water Act 1989, unless the written consent of Barwon Water is first obtained. See the attached consent.

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

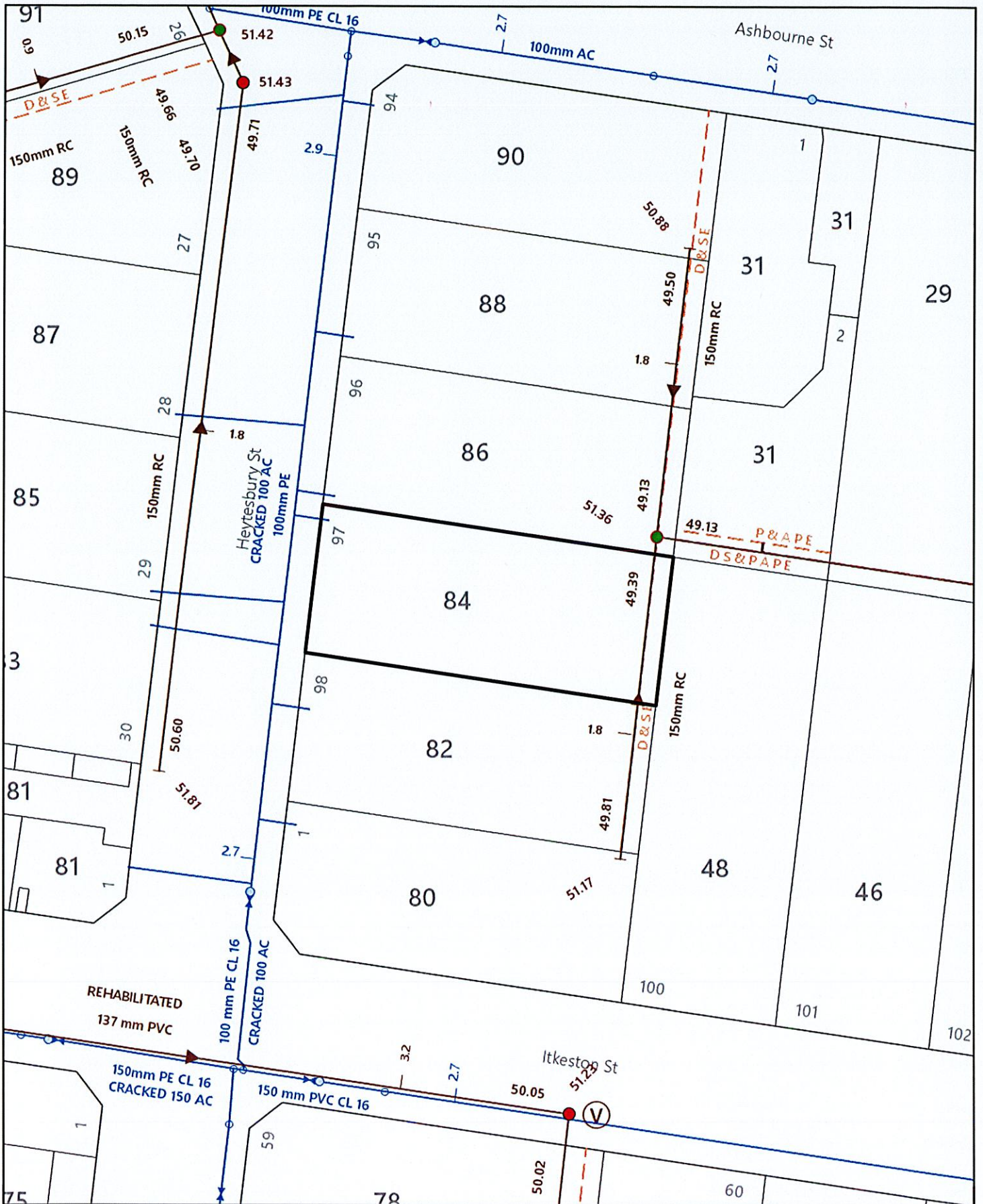
Our Ref: EC402932

Your Ref: 5320feldman

Agent Ref: 70933234:107396347

Yours faithfully.

Manager Customer Centre



84 HEYTESBURY ST HERNE HILL

Scale: 1:500

Created: 19/10/2021

Legend

- Gravity Sewer
- Pressure Sewer
- Portable Water
- Recycled Water



DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.

Detail Plan No. 205

Sewerage Area No. A.S.T.

Drainage Plan No. 11845

PLAN OF DRAINAGE

FOR

404/19 Mrs F. S. Taylor

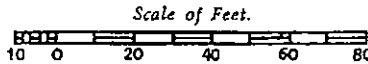
MUNICIPALITY: Geelong West

REFERENCE

- B.T. Boundary Trap
- C.I.P. Cast Iron Pipe
- D.T. Disconnector Trap
- E.V. Educt Vent
- G.D.T. Gully Disconnector Trap
- G.I.T. Grease Interceptor Trap
- G.S.T. Gully Silt Trap
- G.T. Gully Trap

- G.V. Ground Vent
- G.W.I.P. Galv. Wrought Iron Pipe
- I.C. Inspection Chamber
- I.V. Induct Vent
- I.O. Inspection Opening
- R.V. Relief Vent
- S.I.V.P. Soil Induct Vent Pipe
- S.P.D. Stoneware Pipe Drain

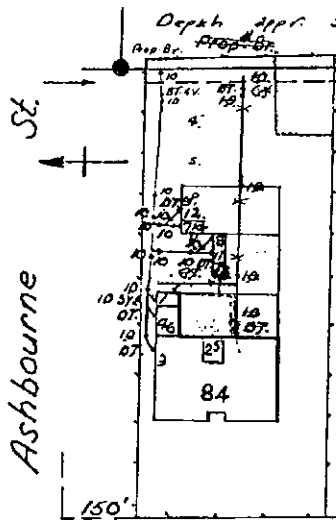
- S.T. Silt Trap
 - SL.V. Sluice Valve
 - S.V. Stop Valve
 - S.V.P. Soil Vent Pipe
 - T.I.T. Triple Interceptor Trap
- (See By-Law No. 51 G. W. & S. T. General Conditions of Contract and Uniform Building Regulations Victoria.)



Plan fee \$110.00

FITTINGS

1. Closet. Proposed Internal. To be completed to comply with Regulations.
 2. Bath. Existing.
 3. Sink. Wastes to be overhauled, completed to comply with Regulations, and adjusted to respective D.T.'s.
 4. Wash Trough. To be connected as directed.
 5. Lav. Basin. To be connected as directed.
 6. Washing Machine. To be connected as directed.
- G.S.I. cowl to be fixed on S.V.P. — Branch to be provided in sewer.



Amendment

S.P.D. to be diverted to allow for future extension.
G.T. to be abolished.
Bath and Basin wastes to be taken to D.T. on North wall.

J. H. Feale
FOR Engineer in Chief

Amendment

Fee \$1200

- 7, 8. Closets Internal.
9. Trough.
- 10, 11. Basins.
- 12, 13. Showers.

To be completed to comply with By-Laws and Regulations.

Amtd R.F.L. 28.10.69.
Chd 98' 28' 10.69.

J. H. Feale
FOR Engineer in Chief

Heytesbury St.

R.H.W.

Examined R.H.W. R.H.W.
0-10-69
Date 7-5-62 7-6-63

Revised S.T. 2-4-61
Checked D.R. 3-6-61

J. H. Feale
FOR Engineer in Chief

Received	Revised	Plotted	Traced	Sewer Details	Designed	Checked
B.J. 26-2-62		EB-N 3-4-62	EB-N 2-4-62	DR 12-4-62	JA 26-4-62	R.H.W. 30-4-62

Our Ref: BM:MG GW11845
Your Ref:
Enquires: Mr. B. Morris

Bruce E. Feldman
84 Heytesbury Street
HERNE HILL 3218

Property Services - Form T1

Consent to build over a Sewerage Easement


(Pursuant to CL. 11.3 Victorian Building Regulations)

Property : 84 HEYTESBURY STREET, HERNE HILL.

Dear Sir,

Your application dated the 26th April, 1993, regarding a permit to build over the sewer easement on the above property is hereby granted, subject to consent being granted by the Municipal Council.

Dated the 4th day of May, 1993.


B. R. Morris
Engineering Manager
Property Services

easement

Drainage Plan No. GW 11845

GEELONG AND DISTRICT WATER BOARD

PROPERTY SERVICES - FORM T

APPLICATION FOR CONSENT TO ERECT A BUILDING OR OTHER STRUCTURE OVER A SEWERAGE EASEMENT

I hereby apply for written permission of the Board to erect a building or structure to wit Garage

on my property being 84 HEYTESBURY ST HEARN HILL GEELONG
over the Sewerage Easement thereon which property and line of such Easement and position of such building or structure are more particularly delineated and shown on the plan drawn hereon or attached hereto.

Dated the 26-4- 1993.

Mr. Morris,

*I recommend this
appl be approved.*

Walter 5545



Signature of Owner

Full name of applicant SEVILLE EDWARD FELDMAN

Address 84 HEYTESBURY ST HEARN HILL GEELONG.

Our Ref: BM:MG GW11845
Your Ref:
Enquires: Mr. B. Morris

Bruce E. Feldman
84 Heytesbury Street
HERNE HILL 3218

Property Services - Form S1

Consent to Build over a Sewer

(PURSUANT TO SECTION 148 OF WATER ACT 1989)

Property : 84 HEYTESBURY STREET, HERNE HILL.


Dear Sir,

Your application dated the 3rd May, 1993, regarding a permit to build over the sewer on the above property is hereby granted, subject to the following special condition, namely :-

1. The terms and conditions, as set out in the enclosed copy of your application, are to be strictly adhered to.

DATED 4th May, 1993.

BY ORDER


B. R. Morris
Engineering Manager
Property Services

sewer

GEELONG AND DISTRICT WATER BOARD

PROPERTY SERVICES - FORM S

APPLICATION FOR CONSENT TO ERECT A BUILDING OR OTHER STRUCTURE ON, OVER OR UNDER A SEWER VESTED IN THE BOARD.

I hereby apply for the written permission of the Board to erect a building or structure to wit GARAGE

on my property being 84 HEYTESBURY ST HERNE HILL GEELONG, over the sewer vested in the Board thereon which property and line of such sewer and position of such building or structure are more particularly delineated and shown on the plan drawn hereon or attached hereto and I hereby undertake and agree that any such permit shall be subject to such special conditions as the Board may impose therein and more particularly to the following conditions:-

1. All damage to the building or sewer arising from or by reason of their relative position shall be made good at my expense.
2. The structure shall not interfere with any sewerage fittings or vents and shall not be extended, altered or added to without the written consent of the Board first had and obtained.
3. The Board by its Officers, Agents or Employees shall at all time have access to the sewer for the purpose of carrying out any works it may deem necessary in regard thereto and shall not be liable to pay any damage or compensation by reason of such access or works.
4. On any breach or non-observance of the conditions subject to which the permit is issued the Board may impose such penalty, in accordance with its Act, as it shall deem fit. In default of payment or in lieu of such penalty the Board may insist on removal of the said structure by me or may enter upon the property and remove the said structure.
5. The conditions of the permit shall bind my Heirs, Executors and Administrators and also the Owners and/or Occupiers for the time being of the property or structure in all respects as though the said conditions were covenants running with the land.

Mr. Merton: the above are in with existing conditions for the structure proposed garage, I recommend this app to be approved. 3-5-93

Dated 3-5-93


Signature of Applicant

Full name of Applicant: BRUCE EDWARD FELDMAN

Address: 84 HEYTESBURY ST HERNE HILL GEELONG

NO GRANTING TO BE MADE



FORM 2
Building Act 1993
 Building Regulations 2018
 Regulation 37(1)

BUILDING PERMIT

Building Permit No.: 34778/1003007279099/0

Issued To:

*Owner/*Agent of Owner1: Bayside Demolition Pty. Ltd.
 *ACN/*ABN: 161 540 807
 Postal address: PO Box 8015 RIPPLESIDE 3215
 Address for serving or giving of documents: PO Box 8015 RIPPLESIDE 3215
 Contact person: Dijana McCormack
 Email: info@baysidedemolition.com.au
 Mobile: 0402 284 167
 Telephone: 03 5210 8007

***Ownership Details (if person issued with permit is not the owner):**

Owner: Bruce & Elizabeth Feldman
 Postal address: 9 Gidings Street NORTH GEELONG 3215
 Contact person: Bruce & Elizabeth Feldman
 Email: jasonfeldman05@gmail.com
 Mobile: 0433 209 974

Property Details:

Project Address: 84 Heytesbury Street HERNE HILL 3218
 Title Details: Lot/s: 97 LP/PS: 032702 Volume: 08225 Folio: 161
 Municipal District: Greater Geelong City Council

Builder²:

Name: Bayside Demolition Pty. Ltd.
 Address: PO Box 815 RIPPLSIDE 3215
 Contact Person: Casey McCormack
 Email: info@baysidedemolition.com.au
 Mobile: 0406 226 875
 Telephone: 03 5210 8007

Details of Building Practitioners and Architects:

(a) To be engaged in the building work³:

Name:	Category/Class:	Registration No.:
Casey McCormack	Builder	BD-L 46707

(b) Who were engaged to prepare documents forming part of the application for this permit⁴:

Name:	Category/Class:	Registration No.:	Prepared:
Casey McCormack	Demolisher	BD-L 46707	Architectural Plans

***Details of Domestic Building Work Insurance⁵:**

The issuer or provider of the required insurance policy is: N/A Demolition Works



Nature of Building Work:

Works:	Demolition of a Dwelling & Outbuilding
Version of BCA applicable to permit:	NCC 2019 Volume 2
Stage of building work permitted:	All stages in accordance with the Building Permit & architectural plans approved by the Relevant Building Surveyor
Cost of building work:	\$9,000
Total floor area of new building work in m ² :	0m ²

Building Classification:

Part of building: All part in accordance with the architectural plans endorsed by the Relevant Building Surveyor.

BCA Classification:

1a(a)	Detached house
10a	Garage, carport, shed or storage facility

***Prescribed Reporting Authorities:**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority:	Matter Reported on or Consented to:	Regulation No.:
City of Greater Geelong	Demolition Consent	Section 29A - Building Act 1993

Protection Work:

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

Inspection Requirements:

The mandatory notification stages are:
 Site Inspection - Prior to Commencement of any Building Works
 Final - Upon Completion of all Building Work

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: **28/09/2022**

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: **28/09/2023**

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:**

This Building Permit is subject to the following conditions:

1. Prior to commencement of the demolition works the Builder named in the Building Permit (Section 16(4) Building Act 1993) or in the case of a subcontractor, the Building Practitioner who is engaged to carry to the building work (Section 16(4) Building Act 1993) must ensure a thorough investigation of the building/s to be demolished has been undertaken to determine if asbestos is present. If the demolition contractor is in any doubt as to the presence of asbestos, the contractor is to engage the services of a suitably qualified & experienced



Occupational Hygienist to determine the presence & location of asbestos. A copy of the Occupational Hygienist's report is to be provided to & approved by this office. In the event of presence of asbestos, prior to commencement of the demolition works & in accordance with Regulation 297 of the Occupational Health & Safety Regulations 2017, a clearance certificate prepared by an independent & licensed asbestos removalist is to be provided to & approved by this office.

2. Prior to the commencement of demolition of a masonry wall on or within the fall zone of an allotment boundary, the demolition contractor is to assess the condition of the existing wall. Should the wall appear to be structurally unsound or in risk of collapse, a suitably qualified Engineer is to be engaged to provide an assessment of the wall & an appropriate demolition procedure. During the demolition works should the stability of a masonry wall become questionable, all works are to stop & a suitably qualified Engineer engaged to provide a structural assessment & demolition procedure detailing how the wall is to be demolished in a manner that will endanger life or damage property. Masonry walls on or within the fall zone of an allotment boundary, the fall zone being the distance of the wall away from the boundary is less than the height of the wall, are to be demolished by hand one brick at a time until the wall height has been reduced so that the wall is no longer in the fall zone of the allotment boundary at which time the remainder of the wall may be mechanically pulled into the subject site if it is safe to do so.
3. **DEMOLITION**
All demolition works are to be carried out in accordance with 'AS2601-2001 The Demolition of Structures' unless specifically exempted from compliance in writing by the Relevant Building Surveyor.

Below are procedural guidelines / checklist for the demolition of domestic buildings. Please familiarise yourself with this document. The document should not be taken as being a complete 'how to' for demolition but as a base from which to start.

Preliminary Investigations

STRUCTURAL

- Identify materials – primary, structural & Secondary lining materials
- Locate hazardous materials – notify authorities as required by OH & S legislation.
- Identify any special structural systems e.g. post tensioning, bracing systems, elements resisting vertical loads, elements resisting horizontal loads, etc.

SERVICES

- Locate & identify services & supply mains – water, electricity, gas & extent of reticulation.
- Locate & establish the extent of other services such as sewerage & drainage.

SITE

- Determine base level & location.
- Locate depths of adjoining property footings where building being demolished is close to the boundary or is likely to have an effect on the adjoining property. Notify the Building Surveyor if any form of protection of adjoining property is required.
- Locate & identify any common support structure for adjoining property.
- Determine the location of any underground tanks or the like.
- Determine suitable site entry points for personnel & plant, equipment etc., & access to & from the site for vehicles.
- Examine and record the condition of adjoining buildings particularly where they are close to the property boundary.
- Determine crossing & infrastructure protection by hoarding, crossover boarding etc.

WORK PLAN

- Disconnect all services, Power Water Gas etc.
- Determine stormwater & sewer drains and seal at points of discharge.
- Undertake any protection of the adjoining property as required &/or as determined by the Building Surveyor & provide temporary wall bracing & shoring where required.
- Remove loose or attached equipment, fittings & built in fixtures, internally & externally.
- Remove external wall cladding, chimneys attached outbuildings & lean to structures.
- Remove internal linings. Ensure the building is adequately braced during the removal of cladding.
- Remove plumbing & electrical reticulation.



- Remove roof covering restraining & loose materials to ensure against the possibility of materials becoming airborne.
- Remove roof structure & provided temporary bracing & shoring as required.
- Remove wall panel or framing & provide temporary bracing & shoring as required.
- Remove floor structure.
- Remove footings.
- Clean up site fill in excavations, check for any hazards, clean site entry points & infrastructure where necessary.

DAILY CHECKS

- Ensure all openings, elevated free edges are properly guarded.
- Ensure temporary hoarding, bracing, shoring & propping is tight & secure & in place as required to protect both workers & public.
- Ensure all potential fire & safety hazards are eliminated & services disconnected are secured.
- Ensure all hazardous materials are removed or covered as required by OH & S legislation.
- Ensure partly demolished elements are stabilized & loose materials are secured against inclement weather.
- Ensure emergency access routes are clear of debris.
- Ensure all boundaries are secured against unlawful entry.
- Ensure public access ways, footpaths & thoroughfares are clear of demolished materials & any hazards are properly lit, guarded & marked.
- Ensure demolished materials are not allowed to remain on any floor or structure if the weight of those materials exceeds the safe carrying capacity of the floor or structure.
- Ensure that no wall, chimney or other structure or part of a structure shall be left unattended or unsupported in such a condition that it may collapse due to wind or vibration or otherwise become dangerous.

NOTE

- Demolition shall at all times be under the continuous supervision of the demolisher.
- The site shall be fenced or suitably barricaded to prevent public access during the demolition process.
- No part of any external wall on or within 3000mm of the street alignment shall be pulled down except during such hours as the Building Surveyor may direct.
- Any part of the building to be demolished that is closer to the allotment boundary than the height of that part of the building must be demolished manually.
- Where asbestos or materials containing asbestos are involved in the demolition works compliance with Workcover legislation must at all times be maintained.
- Section 22 of the Building Act requires that a guarantee (cash or bank guarantee) be paid in accordance with Regulation 48 of the Building Regulations. This must not exceed the lesser of the value of work or \$100/m². In this case cash or bond to the value of \$9,000.00 is to be lodged with the Victorian Building Authority.

Relevant Building Surveyor:

Name: Theron Chappell of Evolve Building Surveying Pty. Ltd.
 Address: 44-46 Cityview Drive, Wandana Heights. 3216
 Email: theron@evolvesurveying.com.au
 Mobile: 0417 595 144
 Telephone: (03) 5249 1344
 Registration No.: BS-L 34778

Building Permit No.: 34778/1003007279099/0
 Date of Issue of Permit: 28 September 2021
 Municipal district: Greater Geelong City Council

Signature:



Notes:

Note 1:

Under Regulation 42 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.

Note 2:

Under Regulation 41 the 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. They 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 Building Permit are displayed in a conspicuous position accessible to the public before and during the building work to which this Building Permit applies. The penalty for non-compliance is 10 penalty units.

Note 3:

Include Building Practitioners with continuing involvement in the building work.

Note 4:

Include only Building Practitioners with no further involvement in the building work.

Note 5:

Domestic Builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000.00) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

Note 6.

Levy Reassessment Power.

In accordance with Victorian Building Authority (VBA) Practice Note BP-73, Owners or Applicants must notify the VBA within 28 days of becoming aware of an increase in the cost of building work (CoW), if the increase is \$15,625.00 or more. Once notified, the VBA will reassess the Building Permit Levy owed and send written notification to the Owner or Applicant requesting payment of any additional levy and penalty levy. The payment of these levies is due within 14 days of the VBA notifying the Owner or Applicant.

Amendments:

Nil.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Danny Beranic Conveyancing
via Dye & Durham Property Pty Ltd
LEVEL 20 535 BOURKE STREET, MELBOURNE VIC 3000

Client Reference:

NO PROPOSALS. As at the 19th October 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®.

84 HEYTESBURY STREET, HERNE HILL 3218
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: 19th October 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 55814760 - 55814760113550 '<no reference>'

Property Clearance Certificate

Taxation Administration Act 1997



DANNY BERANIC CONVEYANCING VIA DYE & DURHAM
PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 70933234:107396346

Certificate No: 49179115

Issue Date: 19 OCT 2021

Enquiries: ESYSPROD

Land Address: 84 HEYTESBURY STREET HERNE HILL VIC 3218

Land Id	Lot	Plan	Volume	Folio	Tax Payable
15141643	97	32702	8225	161	\$0.00

Vendor: ELIZABETH FELDMAN & BRUCE FELDMAN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR BRUCE EDWARD FELDMAN	2021	\$380,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

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

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$510,000
---------------------------	------------------

SITE VALUE:	\$380,000
--------------------	------------------

AMOUNT PAYABLE:	\$0.00
------------------------	---------------

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 49179115

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$535.00

Taxable Value = \$380,000

Calculated as \$275 plus (\$380,000 - \$250,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 49179115

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 49179115

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax



For the latest Coronavirus (COVID-19) Victoria updates, restrictions, travel permits and exposure sites, visit the [Victorian Government's Coronavirus website](#)

[Home](#) / [Schemes and amendments](#) / [Planning report](#)

Planning Information

84 HEYTESBURY STREET

HERNE HILL 3218

New property or parcel search

[Download PDF Report](#)

[Launch VicPlan](#)

[Go to Planning Scheme](#)

PROPERTY DETAILS

Local Government Area (Council):

GREATER GEELONG

Council Property Number:

208526

Lot / Plan:

Lot 97 LP32702

Standard Parcel Identifier (SPI):

97\LP32702

ZONES AND OVERLAYS

Zone:

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 8 (NRZ8)

Overlays:

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14 (DDO14)



STATE ELECTORATES

Legislative Council:

WESTERN VICTORIA

Legislative Assembly:

GEELONG

UTILITIES

Rural Water Corporation:

Southern Rural Water

Urban Water Corporation:

Barwon Water

Melbourne Water:

outside drainage boundary

Power Distributor:

POWERCOR

COUNCIL DETAILS

[Know Your Council](#)

[VicPlan](#)

 Planning general enquiries: **136 186**

VicEmergency Hotline: **1800 226 226**

We acknowledge and respect Victorian Traditional Owners as the original custodians of Victoria's land and waters, their unique ability to care for Country and deep spiritual connection to it. We honour Elders past and present whose knowledge and wisdom has ensured the continuation of culture and traditional practices.

We are committed to genuinely partner, and meaningfully engage, with Victoria's Traditional Owners and Aboriginal communities to support the protection of Country, the maintenance of spiritual and cultural practices and their broader aspirations in the 21st century and beyond.



© State Government
of Victoria 2021

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 09 September 2021 09:02 AM

PROPERTY DETAILS

Address: **84 HEYTESBURY STREET HERNE HILL 3218**

Lot and Plan Number: **Lot 97 LP32702**

Standard Parcel Identifier (SPI): **97\LP32702**

Local Government Area (Council): **GREATER GEELONG** www.geelongaustralia.com.au

Council Property Number: **208526**

Planning Scheme: **Greater Geelong** [Planning Scheme - Greater Geelong](#)

Directory Reference: **Melway 441 D12**

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **GEELONG**

OTHER

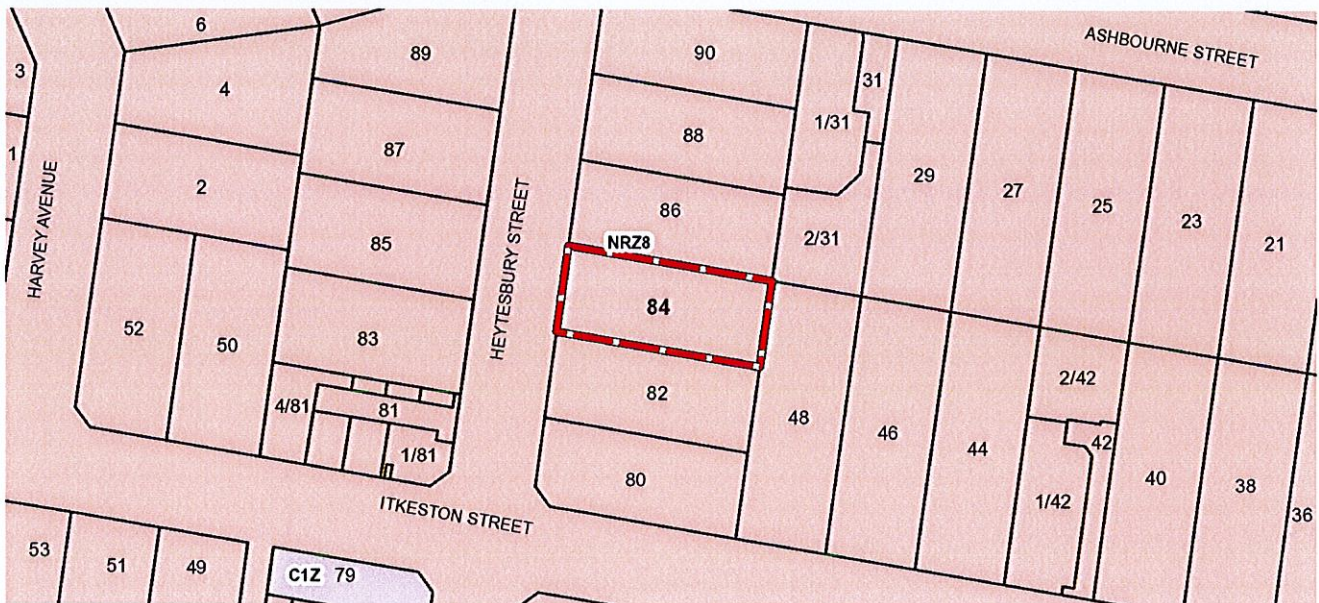
Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 8 \(NRZ8\)](#)



 C1Z - Commercial 1

 NRZ - Neighbourhood Residential

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

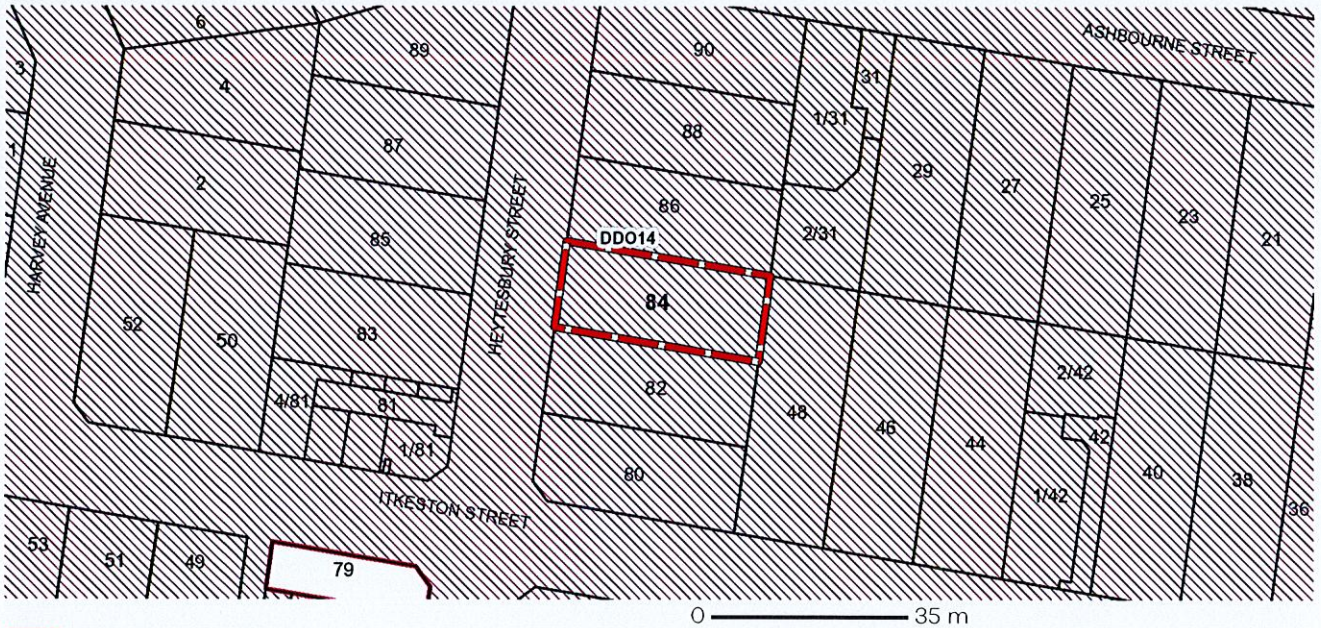
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlay

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14 (DDO14)



 DDO - Design and Development

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

Further Planning Information

Planning scheme data last updated on 31 August 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 <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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



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

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

Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

VICTORIA PLANNING PROVISIONS

32.0931/07/2018
VC148**NEIGHBOURHOOD RESIDENTIAL ZONE**

Shown on the planning scheme map as **NRZ** with a number (if shown).

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To recognise areas of predominantly single and double storey residential development.

To manage and ensure that development respects the identified neighbourhood character, heritage, environmental or landscape characteristics.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.09-127/03/2017
VC110**Neighbourhood character objectives**

A schedule to this zone must contain the neighbourhood, heritage, environment or landscape character objectives to be achieved for the area.

32.09-224/01/2020
VC160**Table of uses****Section 1 - Permit not required**

Use	Condition
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Dependent person's unit	Must be the only dependent person's unit on the lot.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must be located in an existing building. The site must adjoin, or have access to, a road in a Road Zone. Must not require a permit under Clause 52.06-3.
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Road Zone. Must not require a permit under Clause 52.06-3.
Racing dog husbandry	Must be no more than 2 animals.

VICTORIA PLANNING PROVISIONS

Use	Condition
Railway	
Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.
Tramway	
Any use listed in clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dependent person's unit, Dwelling, Residential aged care facility and Rooming house)	
Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Road Zone.
Convenience restaurant	The site must adjoin, or have access to, a road in a Road Zone.
Convenience shop	The leasable floor area must not exceed 80 square metres.
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Food and drink premises (other than Convenience restaurant and Take away food premises)	
Grazing animal production	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)	
Plant nursery	
Service station	The site must either: <ul style="list-style-type: none"> ▪ Adjoin a commercial zone or industrial zone. ▪ Adjoin, or have access to, a road in a Road Zone.

VICTORIA PLANNING PROVISIONS

Use	Condition
	<p>The site must not exceed either:</p> <ul style="list-style-type: none"> ▪ 3000 square metres. ▪ 3600 square metres if it adjoins on two boundaries a road in a Road Zone.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Road Zone.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour
Animal production (other than Grazing animal production)
Animal training
Brothel
Cinema based entertainment facility
Domestic animal boarding
Extractive industry
Horse husbandry
Industry (other than Car wash)
Motor racing track
Nightclub
Office (other than Medical centre)
Retail premises (other than, Convenience shop, Food and drink premises, Market and Plant nursery)
Saleyard
Transport terminal
Warehouse (other than Store)

32.09-331/07/2018
VC148**Subdivision****Permit requirement**

A permit is required to subdivide land.

VICTORIA PLANNING PROVISIONS

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

A schedule to this zone may specify a minimum lot size to subdivide land. Each lot must be at least the area specified for the land, except where an application to subdivide land is made to create lots each containing an existing dwelling or car parking space, where an application for the existing dwelling or car parking space was made or approved before the approval date of the planning scheme amendment that introduced this clause 32.09 into the planning scheme.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision. 	Clause 59.02

VICTORIA PLANNING PROVISIONS

Class of application**Information requirements and decision guidelines**

Subdivide land into 2 lots if:

Clause 59.02

- The construction of a building or the construction or carrying out of works on the land:
 - Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.
 - Has started lawfully.
- The subdivision does not create a vacant lot.

32.09-415/05/2018
VC143**Construction or extension of a dwelling or residential building****Minimum garden area requirement**

An application to construct or extend a dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 sqm	25%
Above 500 - 650 sqm	30%
Above 650 sqm	35%

This does not apply to:

- An application to construct or extend a dwelling or residential building on a lot if:
 - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
 - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.09-4 on the approval date of Amendment VC110.

32.09-531/07/2018
VC148**Construction and extension of one dwelling on a lot****Permit requirement**

A permit is required to construct or extend one dwelling on:

- A lot of less than 300 square metres.
- A lot of less than the lot size specified in a schedule to this zone.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with one dwelling on:
 - A lot of less than 300 square metres, or
 - A lot of less than the lot size specified in a schedule to this zone, and
- The fence exceeds the maximum height specified in Clause 54.06-2.

VICTORIA PLANNING PROVISIONS

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct an outbuilding or extend a dwelling if the development:</p> <ul style="list-style-type: none"> ▪ Meets the minimum garden area requirement of Clause 32.09-4. ▪ Does not exceed a building height of 5 metres. ▪ Is not visible from the street (other than a lane) or a public park. ▪ Meets the requirements in the following standards of Clause 54: <ul style="list-style-type: none"> - A10 Side and rear setbacks. - A11 Walls on boundaries. - A12 Daylight to existing windows. - A13 North-facing windows. - A14 Overshadowing open space. - A15 Overlooking. <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 59.14</p>
<p>Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling.</p>	<p>Clause 59.03</p>

32.09-6

31/07/2018
VC148

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.

VICTORIA PLANNING PROVISIONS

- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.06-2.

A development must meet the requirements of Clause 55.

A permit is not required to construct one dependent person's unit on a lot.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building.	Clause 59.03

Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.09-7

27/03/2017
VC110

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B6, B8, B9, B13, B17, B18, B28 and B32 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.09-8

26/10/2018
VC152

Residential aged care facility

Permit requirements

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

32.09-9

04/12/2020
VC180

Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.09-2.

VICTORIA PLANNING PROVISIONS

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct a building or construct or carry out works where:</p> <ul style="list-style-type: none"> ▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or ▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and ▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: <ul style="list-style-type: none"> - A10 Side and rear setbacks. - A11 Walls on boundaries. - A12 Daylight to existing windows. - A13 North-facing windows. - A14 Overshadowing open space. - A15 Overlooking. <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 59.04</p>

32.09-10

26/10/2018
VC152

Maximum building height requirement for a dwelling or residential building

A building must not be constructed for use as a dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 9 metres; and
- the building must contain no more than 2 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.

VICTORIA PLANNING PROVISIONS

- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

32.09-11

26/10/2018
VC152

Application requirements

An application must be accompanied by the following information, as appropriate:

- For a residential development, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The siting and use of existing and proposed buildings.
 - Adjacent buildings and uses, including siting and dimensioned setbacks.
 - The building form and scale.
 - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

VICTORIA PLANNING PROVISIONS

32.09-1226/10/2018
VC152**Exemption from notice and review****Subdivision**

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

32.09-1324/01/2020
VC160**Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in the schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings and residential buildings

- For the construction and extension of one dwelling on a lot, the objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55.

Non-residential use and development

In the local neighbourhood context:

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.09-1426/10/2018
VC152**Signs**

Sign requirements are at Clause 52.05. This zone is in Category 3.

VICTORIA PLANNING PROVISIONS

32.09-15

26/10/2018
VC152

Transitional provisions

The minimum garden area requirements of Clause 32.09-4 and the maximum building height and number of storeys requirements of Clause 32.09-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
 - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
 - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
 - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.09-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

GREATER GEELONG PLANNING SCHEME

23/12/2020
GC172**SCHEDULE 8 TO CLAUSE 32.09 NEIGHBOURHOOD RESIDENTIAL ZONE**Shown on the planning scheme map as **NRZ8**.**INCREMENTAL CHANGE AREAS****1.0**23/12/2020
GC172**Neighbourhood character objectives**

None specified

2.023/12/2020
GC172**Minimum subdivision area**

None specified

3.023/12/2020
GC172**Permit requirement for the construction or extension of one dwelling or a fence associated with a dwelling on a lot**

	Requirement
Permit requirement for the construction or extension of one dwelling on a lot	None specified
Permit requirement to construct or extend a front fence within 3 metres of a street associated with a dwelling on a lot	None specified

4.023/12/2020
GC172**Requirements of Clause 54 and Clause 55**

	Standard	Requirement
Minimum street setback	A3 and B6	None specified
Site coverage	A5 and B8	None specified
Permeability	A6 and B9	None specified
Landscaping	B13	One canopy tree per dwelling
Side and rear setbacks	A10 and B17	None specified
Walls on boundaries	A11 and B18	None specified
Private open space	A17	An area of 60 square metres, with one part of the private open space to consist of secluded private open space at the side or rear of the dwelling or residential building with minimum area of 40 square metres, a minimum dimension of 5 metres and convenient access from a living room. It cannot include a balcony or roof top terrace.
	B28	An area of 60 square metres, with one part of the private open space to consist of secluded private open space at the side or rear of the dwelling or residential building with minimum area of 40 square metres, a minimum dimension of 5 metres and convenient access from a living room. It cannot include a balcony or roof top terrace.
Front fence height	A20 and B32	None specified

5.023/12/2020
GC172**Maximum building height requirement for a dwelling or residential building**

None specified

GREATER GEELONG PLANNING SCHEME

6.0

23/12/2020
GC172

Application requirements

The following application requirements apply to an application for a permit under Clause 32.09, in addition to those specified in Clause 32.09 and elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- When any of the lots being created are less than 500 square metres, a subdivision application must be accompanied by a development application or approved planning permit plans for the site for the construction of the dwellings.

7.0

23/12/2020
GC172

Decision guidelines

None specified

GREATER GEELONG PLANNING SCHEME

23/12/2020
GC172**SCHEDULE 8 TO CLAUSE 32.09 NEIGHBOURHOOD RESIDENTIAL ZONE**

Shown on the planning scheme map as NRZ8.

INCREMENTAL CHANGE AREAS**1.0**23/12/2020
GC172**Neighbourhood character objectives**

None specified

2.023/12/2020
GC172**Minimum subdivision area**

None specified

3.023/12/2020
GC172**Permit requirement for the construction or extension of one dwelling or a fence associated with a dwelling on a lot**

	Requirement
Permit requirement for the construction or extension of one dwelling on a lot	None specified
Permit requirement to construct or extend a front fence within 3 metres of a street associated with a dwelling on a lot	None specified

4.023/12/2020
GC172**Requirements of Clause 54 and Clause 55**

	Standard	Requirement
Minimum street setback	A3 and B6	None specified
Site coverage	A5 and B8	None specified
Permeability	A6 and B9	None specified
Landscaping	B13	One canopy tree per dwelling
Side and rear setbacks	A10 and B17	None specified
Walls on boundaries	A11 and B18	None specified
Private open space	A17	An area of 60 square metres, with one part of the private open space to consist of secluded private open space at the side or rear of the dwelling or residential building with minimum area of 40 square metres, a minimum dimension of 5 metres and convenient access from a living room. It cannot include a balcony or roof top terrace.
	B28	An area of 60 square metres, with one part of the private open space to consist of secluded private open space at the side or rear of the dwelling or residential building with minimum area of 40 square metres, a minimum dimension of 5 metres and convenient access from a living room. It cannot include a balcony or roof top terrace.
Front fence height	A20 and B32	None specified

5.023/12/2020
GC172**Maximum building height requirement for a dwelling or residential building**

None specified

GREATER GEELONG PLANNING SCHEME

6.0

23/12/2020
GC172

Application requirements

The following application requirements apply to an application for a permit under Clause 32.09, in addition to those specified in Clause 32.09 and elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- When any of the lots being created are less than 500 square metres, a subdivision application must be accompanied by a development application or approved planning permit plans for the site for the construction of the dwellings.

7.0

23/12/2020
GC172

Decision guidelines

None specified

43.0231/07/2018
VC148**DESIGN AND DEVELOPMENT OVERLAY**

Shown on the planning scheme map as **DDO** with a number.

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which are affected by specific requirements relating to the design and built form of new development.

43.02-119/01/2006
VC37**Design objectives**

A schedule to this overlay must contain a statement of the design objectives to be achieved for the area affected by the schedule.

43.02-231/07/2018
VC148**Buildings and works****Permit requirement**

A permit is required to:

- Construct a building or construct or carry out works. This does not apply:
 - If a schedule to this overlay specifically states that a permit is not required.
 - To the construction of an outdoor swimming pool associated with a dwelling unless a specific requirement for this matter is specified in a schedule to this overlay.
- Construct a fence if specified in a schedule to this overlay.

Buildings and works must be constructed in accordance with any requirements in a schedule to this overlay. A schedule may include requirements relating to:

- Building setbacks.
- Building height.
- Plot ratio.
- Landscaping.
- Any other requirements relating to the design or built form of new development.

A permit may be granted to construct a building or construct or carry out works which are not in accordance with any requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a fence.	Clause 59.05
Construct a building or construct or carry out works for:	Clause 59.05
<ul style="list-style-type: none"> ▪ A carport, garage, pergola, verandah, deck, shed or similar structure. ▪ An outdoor swimming pool. 	
The buildings and works must be associated with a dwelling.	

Class of application	Information requirements and decision guidelines
----------------------	--

Construct a building or construct or carry out works with an estimated cost of up to \$1,000,000 where the land is in an industrial zone.	Clause 59.05
---	--------------

Construct a building or construct or carry out works with an estimated cost of up to \$500,000 where the land is in a commercial zone or a Special Use, Comprehensive Development, Capital City, Docklands, Priority Development or Activity Centre Zone.	Clause 59.05
---	--------------

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

43.02-3

31/07/2018
VC148

Subdivision

Permit requirement

A permit is required to subdivide land.

This does not apply if a schedule to this overlay specifically states that a permit is not required.

Subdivision must occur in accordance with any lot size or other requirement specified in a schedule to this overlay.

A permit may be granted to subdivide land which is not in accordance with any lot size or other requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
----------------------	--

Subdivide land to realign the common boundary between 2 lots where:	Clause 59.01
---	--------------

- The area of either lot is reduced by less than 15 percent.
- The general direction of the common boundary does not change.

Subdivide land into lots each containing an existing building or car parking space where:	Clause 59.02
---	--------------

- The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme.
- An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.

Subdivide land into 2 lots if:	Clause 59.02
--------------------------------	--------------

- The construction of a building or the construction or carrying out of works on the land:

Class of application**Information requirements and decision guidelines**

- Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.
- Has started lawfully.
- The subdivision does not create a vacant lot.

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

43.02-431/07/2018
VC148**Signs**

Sign requirements are at Clause 52.05 unless otherwise specified in a schedule to this overlay.

43.02-531/07/2018
VC148**Application requirements**

An application must be accompanied by any information specified in a schedule to this overlay.

43.02-631/07/2018
VC148**Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The design objectives of the relevant schedule to this overlay.
- The provisions of any relevant policies and urban design guidelines.
- Whether the bulk, location and appearance of any proposed buildings and works will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Whether the design, form, layout, proportion and scale of any proposed buildings and works is compatible with the period, style, form, proportion, and scale of any identified heritage places surrounding the site.
- Whether any proposed landscaping or removal of vegetation will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- The layout and appearance of areas set aside for car parking, access and egress, loading and unloading and the location of any proposed off street car parking
- Whether subdivision will result in development which is not in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Any other matters specified in a schedule to this overlay.

GREATER GEELONG PLANNING SCHEME

07/12/2020
C396ggee**SCHEDULE 14 TO CLAUSE 43.02 DESIGN AND DEVELOPMENT OVERLAY**

Shown on the planning scheme map as **DDO14**.

DWELLINGS OVER 7.5 METRES IN AREAS WITH ACCESS TO VIEWS**1.0**07/12/2020
C396ggee**Design objectives**

To ensure that the siting, height and visual bulk of dwellings achieves a reasonable sharing of views between properties to significant landscape features such as the coast (ocean and foreshore), Corio Bay, Barwon River, Central Geelong, Barrabool Hills and the You Yangs.

2.007/12/2020
C396ggee**Buildings and works**

A permit is not required for buildings and works other than to construct a dwelling which is more than 7.5 metres above natural ground level (excluding any television antenna, chimney or flue) or extend a dwelling where the extension is more than 7.5 metres above natural ground level (excluding any television antenna, chimney or flue).

3.007/12/2020
C396ggee**Subdivision**

A permit is not required to subdivide land.

4.007/12/2020
C396ggee**Signs**

None specified.

5.007/12/2020
C396ggee**Application requirements**

A view impact analysis should be submitted when there is likely to be an impact on views to significant landscape features by the proposed development. Any view impact analysis should demonstrate how the design objectives to achieve a reasonable sharing of views has been met having regard to topography, siting, height and visual bulk and the extent of available views.

6.007/12/2020
C396ggee**Decision guidelines**

The following decision guidelines apply to an application for a permit under Clause 43.02, in addition to those specified in Clause 43.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- The design objectives of this schedule.
- The impact of the proposed buildings and works on the view from another property as result of the design, siting, height, size and bulk (including the roof).
- Whether opportunities exist to avoid a building being visually obtrusive by the use of alternative building designs, including split level and staggered building forms, that follow the natural slope of the land and reduce the need for site excavation or filling.
- The opportunity for a reasonable sharing of views having regard to the extent of the available view(s) and the significance of the view(s) from the properties affected.