

## Contract of Sale of Land

Property address:

**42 Signature Boulevard POINT COOK VIC 3030**

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.

## 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.

## 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

**Bradley John Davis**

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

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

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## Particulars of sale

### Vendor's estate agent

Name:	<b>Bells Real Estate</b>
Address:	<b>14 Devonshire Road SUNSHINE VIC 3020</b>
Telephone:	<b>9300 9000</b>
Fax:	<b>9312 5895</b>
Email:	<b>tan@ellsrealestate.com.au</b>

### Vendor

Name(s):	<b>Bradley John Davis</b>
Address:	<b>83 Calder Hwy, Diggers Rest 3427</b>
Telephone:	<b>W:                      H:</b>
Email:	

### Vendor's legal practitioner or conveyancer

Name:	<b>MMMC CONVEYANCING</b>
Address:	<b>PO Box 2528 TAYLORS LAKES VIC 3038</b>
Telephone:	<b>03 9307 6001</b>
Fax:	<b>03 9307 7736</b>
Email:	<b>mmm1@bigpond.com</b>
Ref:	<b>3669/Margarida Costa</b>



**Land (general conditions 7 and 13)**

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	10750	Folio	044	42	PS511693
Volume		Folio			

or

described in the copy title(s) and plan(s) as attached to the Vendor’s Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address  
The address of the land

**42 Signature Boulevard POINT COOK VIC 3030**

Goods sold with the land  
General condition 6.3(f). List  
or attach schedule.

**All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature**

**Payment**

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

## Deposit bond

General condition 15 applies only if the box is checked

## Bank guarantee

General condition 16 applies only if the box is checked

## GST (general condition 19)

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 17 and 26.2)

Is due on:  
dd/mm/yyyy

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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 5.1)

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

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**Terms contract (general condition 30)**

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

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and refer to general condition 30 and add any further provisions by way of special conditions.

**Loan (general condition 20) – 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 21 applies only if the box is checked

**Pest report**

General condition 22 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:

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# 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.)

# Contract of Sale of Land - General Conditions

## Contract Signing

### 1 ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of 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.

### 4. 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.

## Title

### 5. ENCUMBRANCES

- 5.1 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.

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

## 6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order 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.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

7.1 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.

7.2 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.

## 8. SERVICES

8.1 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.

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

## 9. 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.

## 10. TRANSFER & DUTY

10.1 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.

10.2 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.

## 11. RELEASE OF SECURITY INTEREST

11.1 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.

- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 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.
- 11.5 Subject to general condition 11.6, 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.
- 11.6 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 11.5 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(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.

11.11 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.

11.12 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 11.11.

11.13 If settlement is delayed under general condition 11.12 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.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

## **12. 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.

## **13. GENERAL LAW LAND**

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 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.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 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.

13.6 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.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [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

### 14. DEPOSIT

14.1 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.

14.2 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.

14.3 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 24 and 25 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.

14.4 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.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 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.

14.7 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.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 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.

## **15. DEPOSIT BOND**

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

15.2 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.

15.3 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.

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

15.5 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 35.2 [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.

15.6 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 15.5 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 14.2 [deposit].



## 16. BANK GUARANTEE

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

16.2 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)*.

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

16.4 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 35.2 [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.

16.5 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 16.4.

16.6 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 16.4 to the extent of the payment.

16.7 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 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

17.1 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.

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

17.3 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.

## 18. ELECTRONIC SETTLEMENT

- 18.1 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 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 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.
- 18.4 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.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "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.
- 18.6 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.
- 18.7 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 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 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.

18.9 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.

## 19. GST

19.1 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).

19.2 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.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 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.

19.5 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.

19.6 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.

19.7 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.

## **20. LOAN**

20.1 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.

20.2 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.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **21. BUILDING 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 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.

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 registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 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.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 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.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

- 23.1 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.
- 23.2 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.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 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.
- 24.2 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.
- 24.3 The remaining provisions of this general condition 24 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.

24.4 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.

24.5 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.

24.6 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.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 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.

24.8 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.

24.9 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.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

25.1 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.

- 25.2 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.
- 25.3 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.
- 25.4 The remaining provisions of this general condition 25 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 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 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.
- 25.6 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.
- 25.7 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.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 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.

25.9 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 25.9, 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.

25.10 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.

25.11 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.

25.12 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 25.11; 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

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 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.
- 26.3 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.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 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.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [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.
- 27.3 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.
- 27.4 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*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

### 28. NOTICES

- 28.1 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.

28.2 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.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **29. 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.

## **30. TERMS CONTRACT**

30.1 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.

30.2 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.

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

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

31.2 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.

- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.
- 31.4 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 31.2 at settlement.
- 31.5 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.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **32. 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**

### **33. 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.

### **34. DEFAULT NOTICE**

- 34.1 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.
- 34.2 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.

### **35. DEFAULT NOT REMEDIED**

- 35.1 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.
- 35.2 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.

35.3 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.

35.4 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.

35.5 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

**NOTICE TO PURCHASER**

**Under Schedule 1, Section 14-255**

**Taxation Administration Act 953**

**Property: 42 Signature Boulevard Point Cook Vic 3030**

Vendor: Bradley John Davis

- ~~1. The above property is a new residential premises or potential residential premises.~~

~~Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office: \$.....~~

~~The payment will be required to be paid on: *(insert settlement date)*~~

**OR**

2. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

*(Delete one of the above as appropriate)*

# **SECTION 32** **STATEMENT**

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

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**Vendor:** Bradley John Davis

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**Property:** 42 Signature Boulevard POINT COOK VIC 3030

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**VENDORS REPRESENTATIVE**  
MMMC CONVEYANCING

PO Box 2528  
TAYLORS LAKES VIC 3038

Tel: 03 9307 6001  
Fax: 03 9307 7736  
Email: [mmmcl@bigpond.com](mailto:mmmcl@bigpond.com)

Ref: 3669

SECTION 32 STATEMENT  
42 SIGNATURE BOULEVARD POINT COOK VIC 3030

**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 and as follows-

**Their total does not exceed \$8,000.00**

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 within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Wyndham Planning Scheme  
Responsible Authority: Wyndham City Council  
Zoning: GRZ

Planning Overlay/s: Land Subject to Inundation Overlay - See attached certificate



SECTION 32 STATEMENT  
42 SIGNATURE BOULEVARD POINT COOK VIC 3030

**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.

**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):-

No such Building Permit has been granted to the Vendors knowledge.

**32F OWNERS CORPORATION**

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations 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**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	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.

SECTION 32 STATEMENT  
42 SIGNATURE BOULEVARD POINT COOK VIC 3030

**ATTACHMENTS**

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- Property Report
- Council rates notice
- Water Information Certificate
- Land Clearance Certificate
- Owners Corporation Certificate
- **Due Diligence** Checklist

**DATE OF THIS STATEMENT**

[ ] / [ ] /20 [ ]

**Name of the Vendor**

**Bradley John Davis**

**Signature/s of the Vendor**

x

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

Register Search Statement - Volume 10750 Folio 044

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

VOLUME 10750 FOLIO 044

Security no : 124088470775S  
Produced 03/03/2021 04:21 PM

LAND DESCRIPTION

Lot 42 on Plan of Subdivision 511693Q.  
PARENT TITLE Volume 10748 Folio 607  
Created by instrument PS511693Q Stage 2 15/09/2003

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
BRADLEY JOHN DAVIS of 42 SIGNATURE BOULEVARD POINT COOK VIC 3030  
AK526259Q 14/08/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU065551A 19/02/2021  
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS511693Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AU062645G (E)	CONV PCT & NOM ECT TO LC	Completed	18/02/2021
AU065550C (E)	DISCHARGE OF MORTGAGE	Registered	19/02/2021
AU065551A (E)	MORTGAGE	Registered	19/02/2021

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

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

Street Address: 42 SIGNATURE BOULEVARD POINT COOK VIC 3030

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK

Effective from 19/02/2021

OWNERS CORPORATIONS


-----

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS511693Q

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 03/03/2021, for Order Number 66834564. Your reference: 3669.Davis.**

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<b>PLAN OF SUBDIVISION</b>		Stage No.	LR use only <b>EDITION 4</b>	Plan Number <b>PS 511693Q</b>
Location of Land Parish: DEUTGAM Township: - Section: F & 24 Crown Allotment: 2 (PART) & 3 (PART) Crown Portion: A (PART)		Council Certification and Endorsement Council Name: WYNDHAM CITY COUNCIL Ref: <b>WPS 1928 WY 0860</b>		
Title References C/T VOL10699 FOL 966 Last Plan Reference: Lot T on PS508300H Postal Address: Sanctuary Lakes North Boulevard (At time of subdivision) POINT COOK 3030 AMG Co-ordinates E 304 150 Zone 55 (Of approx. centre of plan) N 5 803 800		1. This Plan is certified under Section 6 of the Subdivision Act 1988. 2. <del>This plan is certified under section 11(7) of the Subdivision Act 1988</del> <del>Date of original certification under section 6</del> 3. <del>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del> OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (ii) <del>The requirement has been satisfied.</del> (iii) <del>The requirement is to be satisfied in Stage</del> Council delegate Council seal Date <b>5/16/03</b> <del>Re-certified under section 11(7) of the Subdivision Act 1988.</del> <del>Council delegate</del> <del>Council seal</del> <del>Date</del>		
<b>APPLIES TO MASTER PLAN (STAGE 1) ONLY</b>				
<b>Vesting of Roads or Reserves</b>				
Identifier	Council/Body/Person			
RESERVE No 1	POWERCOR AUSTRALIA LIMITED			
<b>Notations</b>				
		Staging: This is a staged subdivision Planning permit No.		
Depth Limitations: 15.24 Metres Below The Surface except those parts of Crown Portion A. - The Exception contained in Transfer No 965459 in the Register Book as to all Coal & Lignite & all mines thereof under the said land & under a depth of 15.24 Metres below the surface.		Survey: This plan is based on survey (To be completed where applicable) This survey has been connected to permanent mark no(s). 88 & 89 in Proclaimed Survey Area no.		
<b>Easement Information</b>		<b>LR use only</b>		
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		Statement of compliance/ Exemption Statement		
		Received <input checked="" type="checkbox"/>		
		Date: <b>2/9/03</b>		
		<b>THIS IS AN LR COMPILED PLAN</b>		
		CHECKED 15/09/2003		
		<b>A.R.Hilton</b>		
		Assistant Registrar of Titles		
		SHEET 1 OF 13 SHEETS		
Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering		LICENSED SURVEYOR (PRINT) <b>JAMES PATRICK GLEESON</b> SIGNATURE ..... DATE / / REF: <b>140210SV01</b> VERSION 5 <small>FILE NAME : 140210SV01.dwg LAYOUT NAME : Sheet 1                  FILE LOCATION : P:\1411\0211\140210-SV01.DWG                  PLOT DATE : 08/08/2003 - 15:36 LAST SAVED BY : HaydenH</small>		
 Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia (03) 959 623 623 Tel (61 3) 9993 7833 Fax (61 3) 9993 7999 Email coomes@coomes.com.au Web www.coomes.com.au		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		

**PLAN OF SUBDIVISION**

Stage No

Plan Number

**PS 511693Q**

Lots 14 to 24  
See Sheet 6

Lots 25 to 34  
See Sheet 7

Lots 35 to 43  
See Sheet 8

LOTS 80, 81A, 82A,  
83 TO 87 AND  
106 to 114  
See Sheet 11

SANCTUARY LAKES NORTH

BOULEVARD

Lots 5 to 13  
See Sheet 6

Lots 1 to 4  
See Sheet 3

Lots 65 to 79  
See Sheet 10

Lots 88 to 105  
See Sheet 12

Lots 44 to 64  
See Sheet 9

APRZ ZONE 55

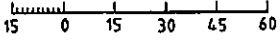
SHEET 2 OF 13 SHEETS

Engineering & Surveying  
Town Planning & Design  
Project Management  
Landscape Architecture  
Environmental Science  
Agricultural Engineering



**Coomes**  
Consulting Group Pty Ltd  
54 Albert Road, South Melbourne VIC 3207 Australia  
Tel: 03 9594 1111 Fax: 03 9594 1111  
Email: info@coomes.com.au Web: www.coomes.com.au

**SCALE**



LENGTHS ARE IN METRES

**ORIGINAL**  
SCALE SHEET SIZE  
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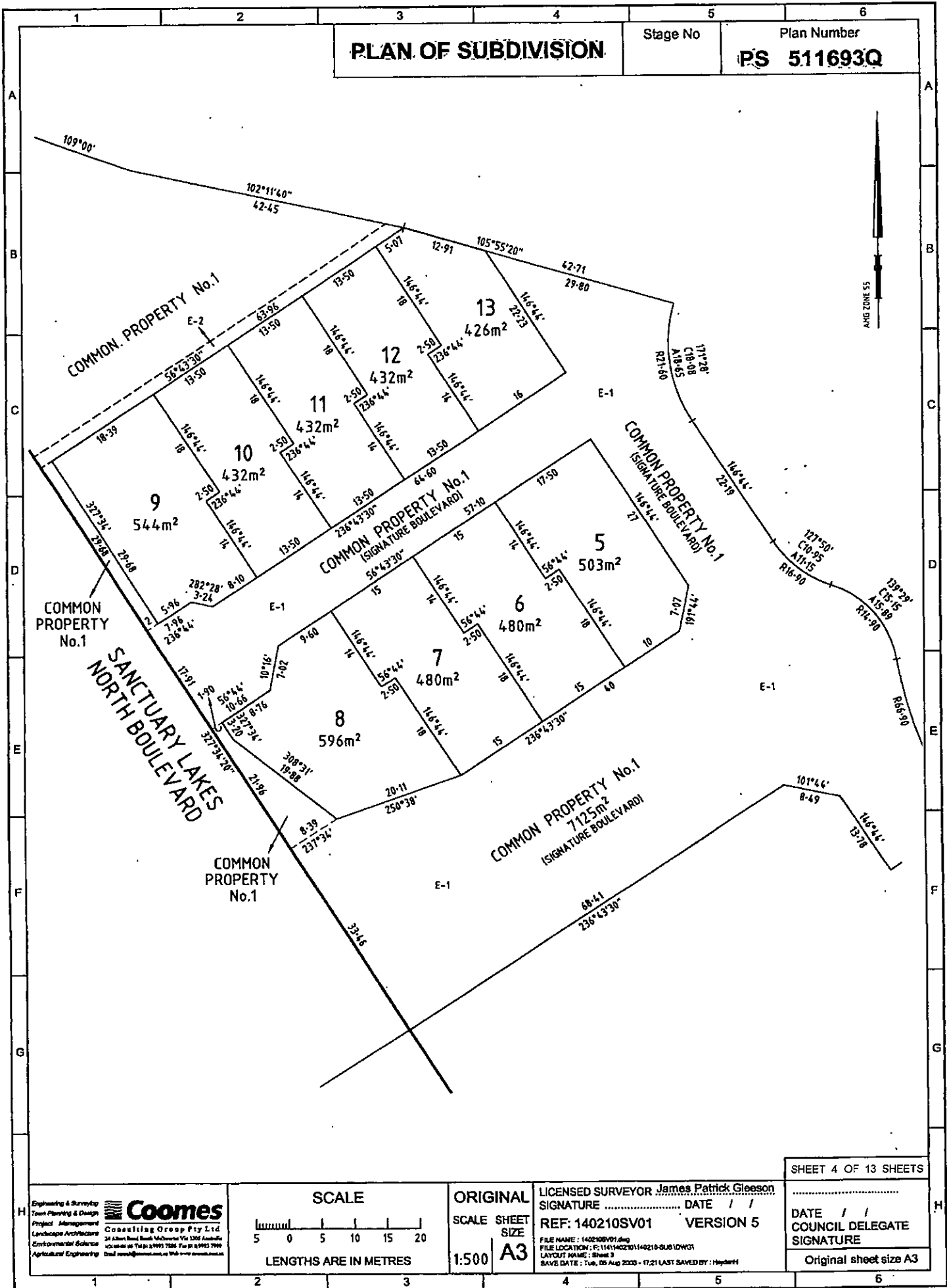
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VERSION

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LAYOUT NAME: Sheet 2  
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DATE / /  
COUNCIL DELEGATE  
SIGNATURE

Original sheet size A3





**PLAN OF SUBDIVISION**

Stage No

Plan Number

**PS 511693Q**

COMMON PROPERTY No.1

COMMON PROPERTY No.1  
(SIGNATURE BOULEVARD)

COMMON PROPERTY No.1  
(SIGNATURE BOULEVARD)

SANCTUARY LAKES  
NORTH BOULEVARD

COMMON PROPERTY No.1  
(SIGNATURE BOULEVARD)

SHEET 4 OF 13 SHEETS

Engineering & Surveying  
Town Planning & Design  
Project Management  
Landscape Architecture  
Environmental Science  
Agricultural Engineering

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**SCALE**

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE  
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DATE / /  
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Original sheet size A3



**PLAN OF SUBDIVISION**

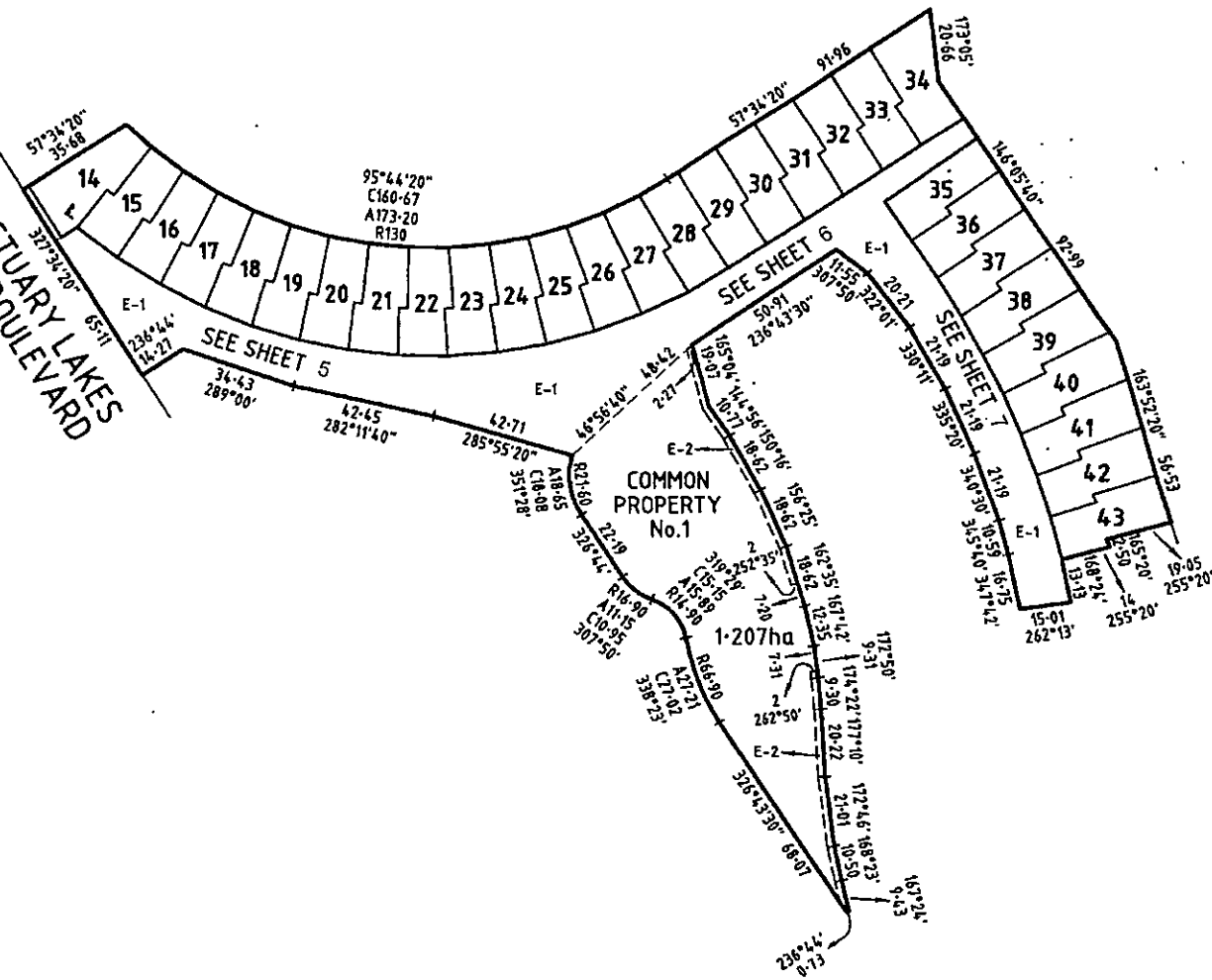
Stage No

Plan Number

**PS 511693Q**



**SANCTUARY LAKES  
NORTH BOULEVARD**



SHEET 5 OF 13 SHEETS

Engineering & Surveying  
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Environmental Science  
Agricultural Engineering

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Email: coomes@coomes.com.au

**SCALE**

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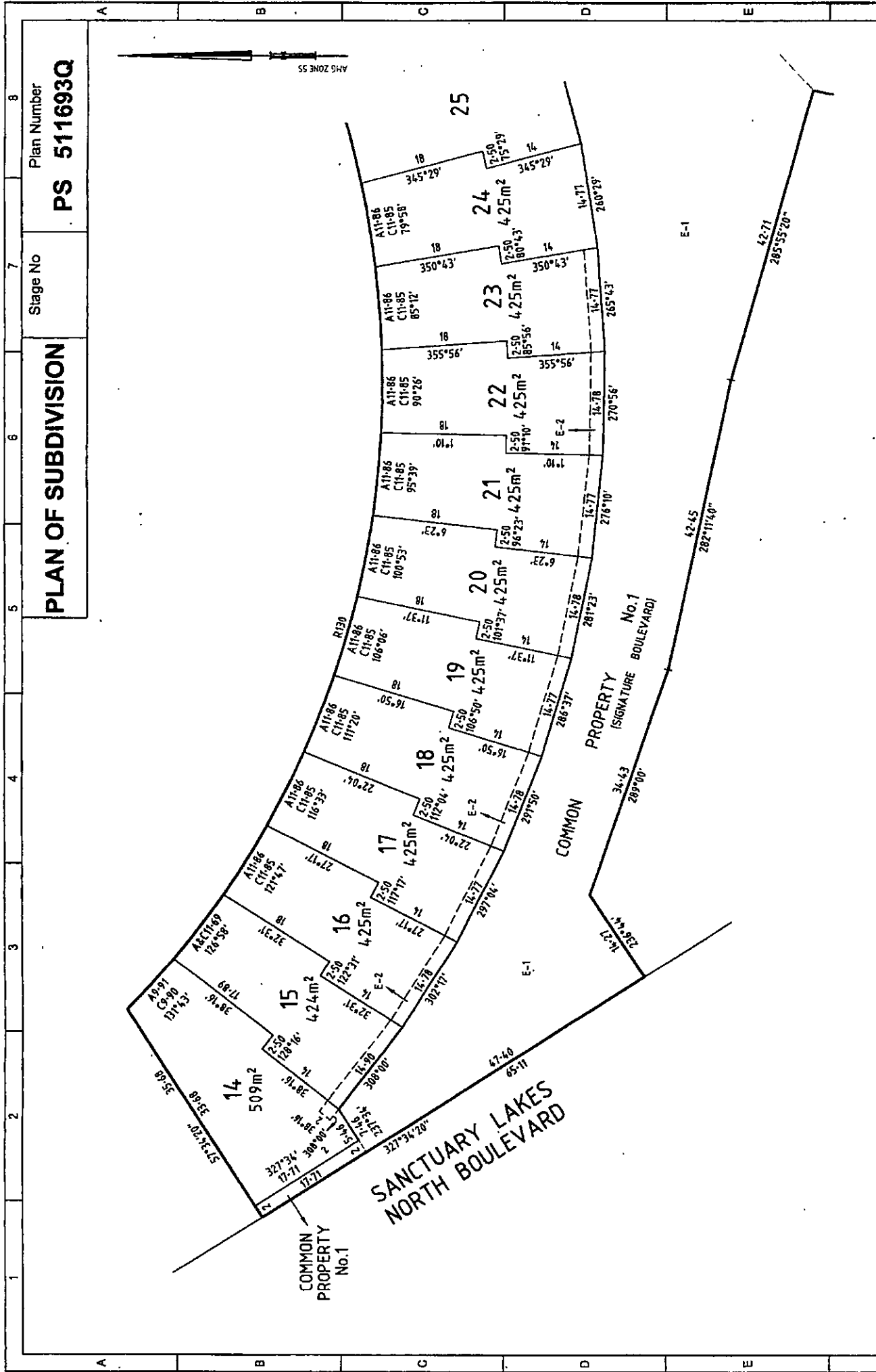
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DATE / /

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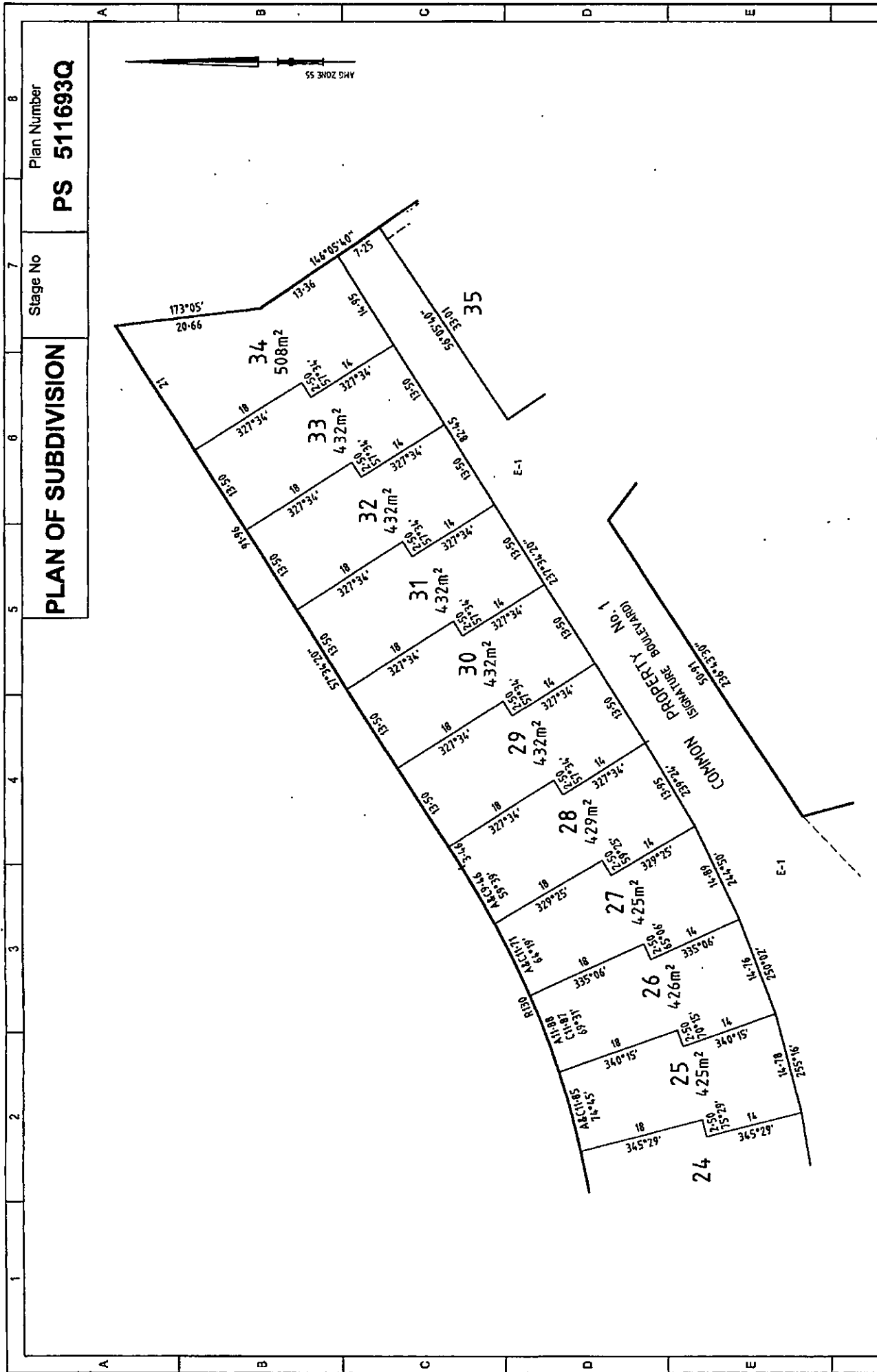


Plan Number  
**PS 511693Q**

Stage No  
**PS**

**PLAN OF SUBDIVISION**

<p><b>Coomes</b> Engineering &amp; Surveying Town Planning &amp; Design Project Management Landscape Architecture Environmental Science Agricultural Engineering</p> <p>Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3203 Australia 45050209 03 Tel: (61) 9951 7133 Fax: (61) 9951 7999 Email: coomes@coomes.com.au Web: www.coomes.com.au</p>		<p>SCALE 1:500 A3 LENGTHS ARE IN METRES</p>		<p>ORIGINAL SCALE SHEET SIZE 1:500 A3</p>		<p>LICENSED SURVEYOR (PRINT) ..... JAMES PATRICK GLEESON ..... SIGNATURE ..... REF 140210SV02 FILE NAME : 140210SV02.LAYOUT NAME : BM443 FILE LOCATION : F:\140210SV02\140210SV02.DWG PLOT DATE : 08/09/2020 - THIS LAST SAVED BY : hpj@hnt</p>		<p>SHEET 6 OF 13 SHEETS</p>	
<p>DATE / /</p>		<p>DATE / /</p>		<p>DATE / /</p>		<p>DATE / /</p>		<p>DATE / /</p>	
<p>COUNCIL DELEGATE SIGNATURE</p>		<p>COUNCIL DELEGATE SIGNATURE</p>		<p>COUNCIL DELEGATE SIGNATURE</p>		<p>COUNCIL DELEGATE SIGNATURE</p>		<p>COUNCIL DELEGATE SIGNATURE</p>	



**PLAN OF SUBDIVISION**

Stage No **PS 511693Q**  
Plan Number

<p><b>Coomes</b> Engineering &amp; Surveying Town Planning &amp; Design Project Management Landscape Architecture Environmental Science Agricultural Engineering</p>	<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE SHEET SIZE</p> <p>1:500 A3</p>	<p>LICENSED SURVEYOR (PRINT) ..... JAMES PATRICK GLEESON .....</p> <p>SIGNATURE ..... DATE / /</p> <p>REF 140210SV02</p> <p>FILE NAME: 140210SV02.LAYOUT NAME: B0004</p> <p>FILE LOCATION: F:\140210SV02\140210SV02.DWG</p> <p>PLT DATE: 18 NOV 2013 - 7:51:10 AM EST (GMT+11)</p>	<p>SHEET 7 OF 13 SHEETS</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
	<p>COMMON PROPERTY No. 1 (SIGNATURE BOULEVARD)</p>			<p>VERSION 3</p>

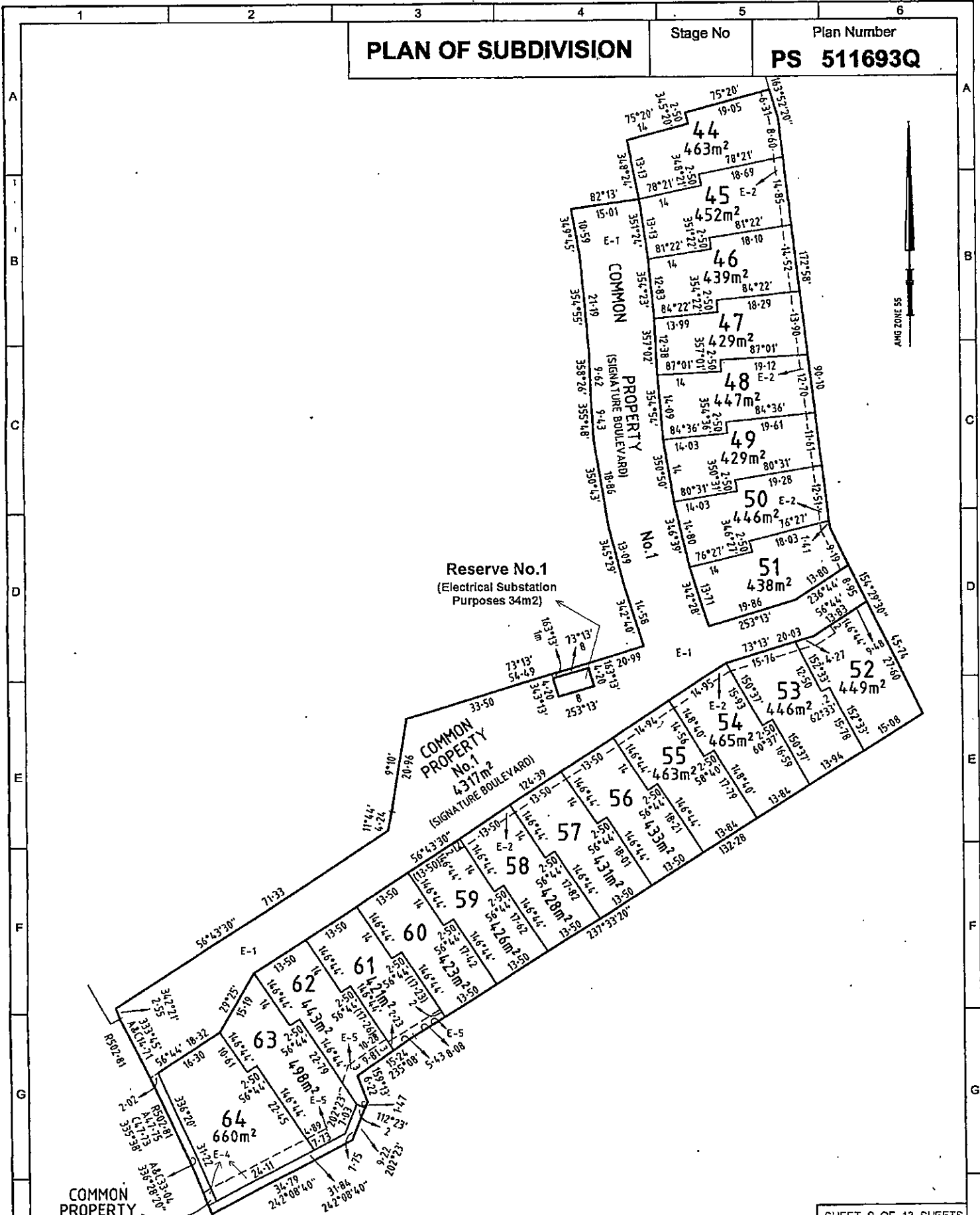


# PLAN OF SUBDIVISION

Stage No

Plan Number

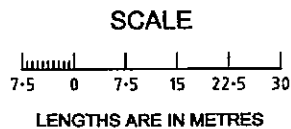
**PS 511693Q**



SHEET 9 OF 13 SHEETS

Engineering & Surveying  
Town Planning & Design  
Project Management  
Landscape Architecture  
Environmental Science  
Agricultural Engineering

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ORIGINAL  
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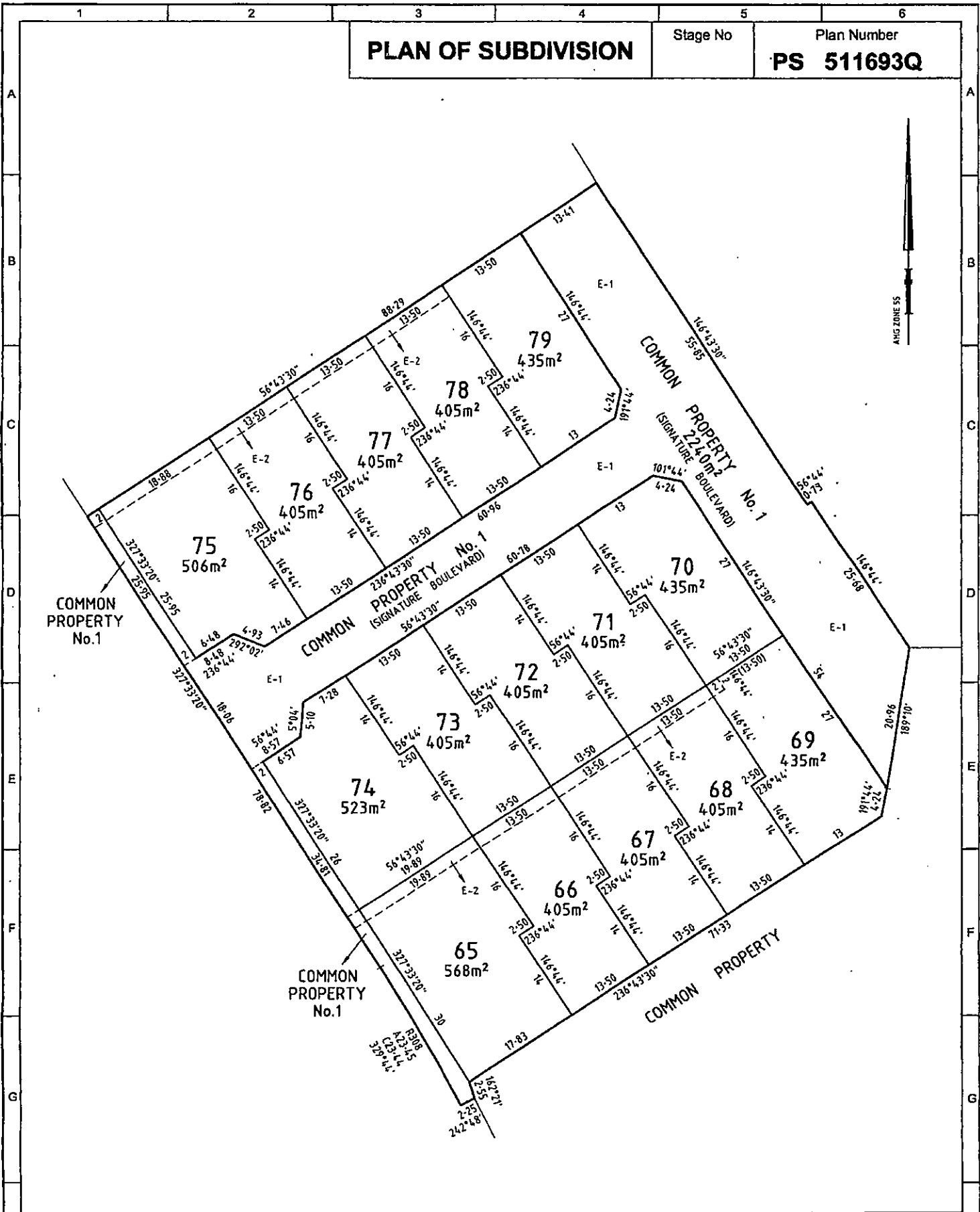
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Original sheet size A3

# PLAN OF SUBDIVISION

Stage No

Plan Number

**PS 511693Q**



SHEET 10 OF 13 SHEETS

Engineering & Surveying  
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 Project Management  
 Landscape Architecture  
 Environmental Science  
 Agricultural Engineering

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SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE  
 1:500 A3

LICENSED SURVEYOR **James Patrick Gleeson**  
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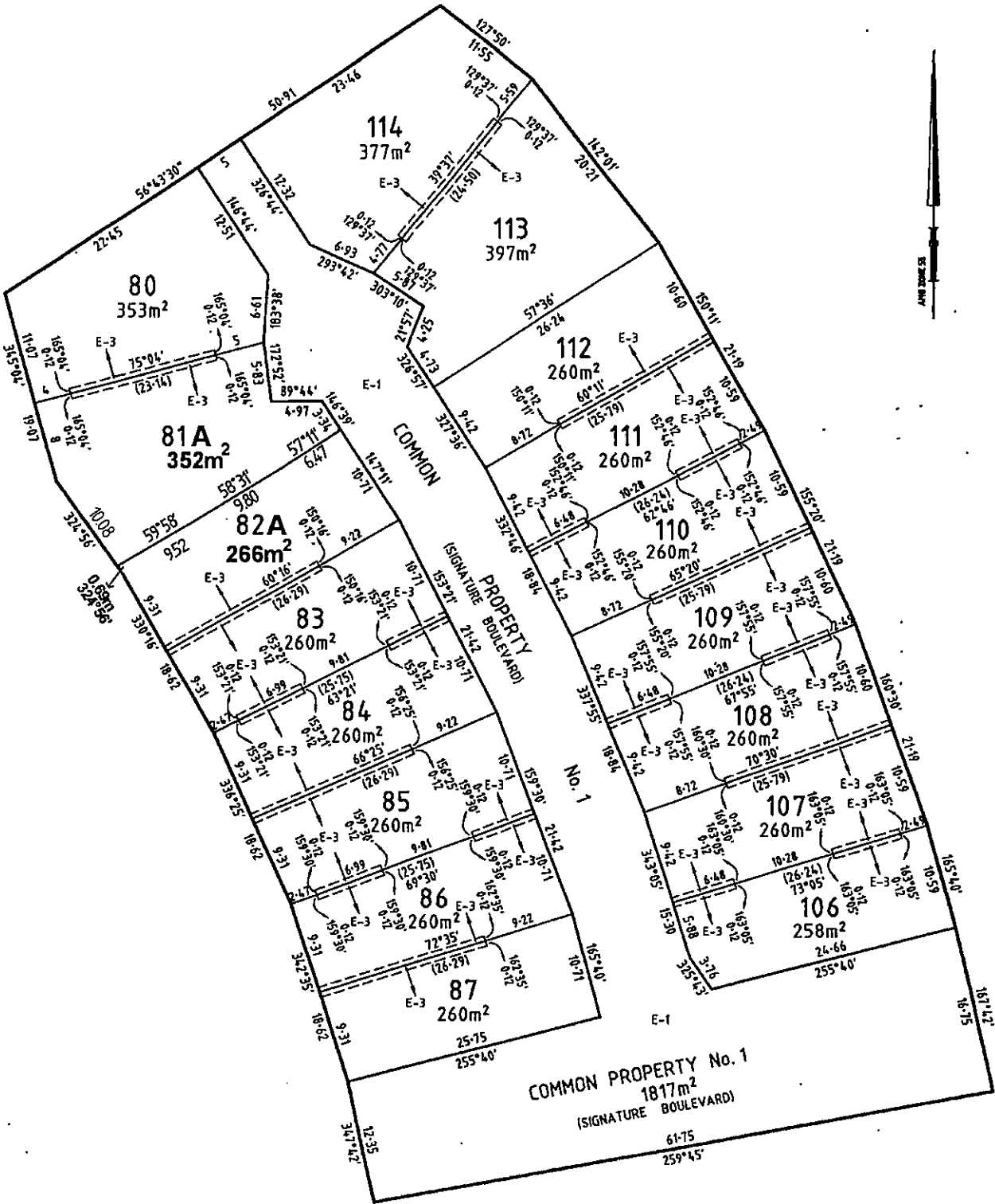
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**PLAN OF SUBDIVISION**

Stage No

Plan Number

**PS 511693Q**



1	2	3	4	5	6	
A	<b>PLAN OF SUBDIVISION</b>				Stage No	Plan Number <b>PS 511693Q</b>
B					C	
D						
E						
F						
G						
H						
A						
B						
C						
D						
E						
F						
G						
H						

SHEET 11 OF 13 SHEETS

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 Environmental Science  
 Agricultural Engineering  
 Consulting Group Pty Ltd  
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 Phone: 03 9597 1992 Fax: 03 9597 1999  
 Email: info@coomes.com.au www.coomes.com.au

**SCALE**  
  
 LENGTHS ARE IN METRES

**ORIGINAL**  
 SCALE SHEET  
 SIZE  
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LICENSED SURVEYOR (PRINT) **JAMES PATRICK GLEESON**  
 SIGNATURE \_\_\_\_\_ DATE / /  
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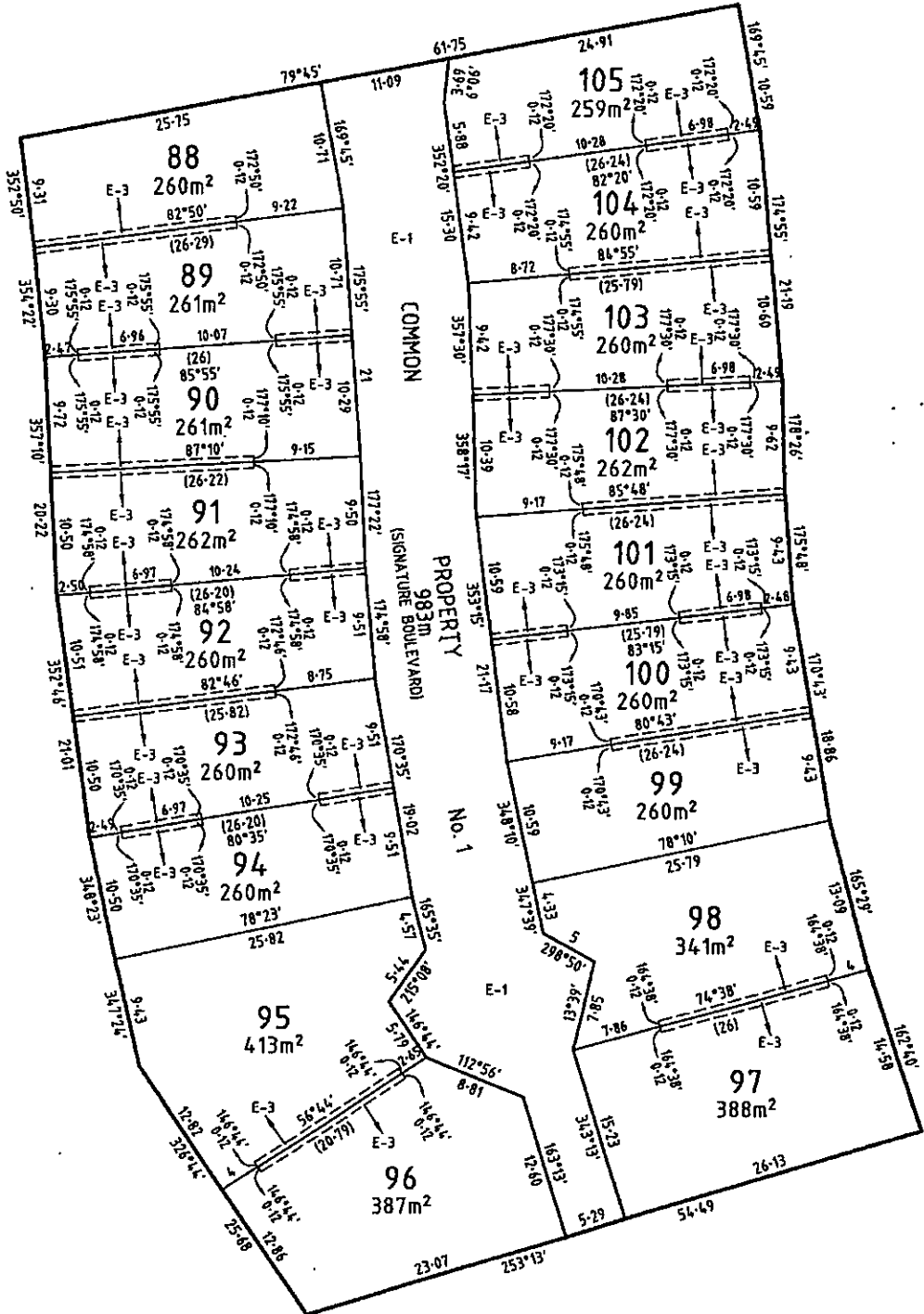
DATE / /  
 COUNCIL DELEGATE  
 SIGNATURE

# PLAN OF SUBDIVISION

Stage No

Plan Number

**PS 511693Q**



SHEET 12 OF 13 SHEETS

Engineering & Surveying  
Town Planning & Design  
Project Management  
Landscape Architecture  
Environmental Science  
Agricultural Engineering

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**SCALE**

LENGTHS ARE IN METRES

**ORIGINAL SCALE SHEET SIZE**  
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SIGNATURE \_\_\_\_\_ DATE / /

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DRAWN BY: HaydenH PLOT DATE: 07 10R2003 - 12:17

DATE / /

COUNCIL DELEGATE SIGNATURE



PS511693Q

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT

# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN  
**MASTER PLAN (STAGE 1) REGISTERED DATE 9/9/03 TIME 3:58pm**  
 WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED.  
 NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

## PLAN NUMBER

### PS511693Q

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	Lots 14 to 43 & additional Common Property No.1	STAGE 2	PS511693Q/S2	15/09/03		2	ARH.
LOT S3	Lots 80 to 87, 106 to 114 & additional Common Property No.1	STAGE 3	PS511693Q/S3	15/09/03			
LOT S4	Lots 88 to 105 & additional Common Property No.1	STAGE 4	PS511693Q/S4	24/09/03		3	ARH.
LOT S5	Lots 44 to 64 & additional Common Property No.1	STAGE 5	PS511693Q/S5	24/09/03			
LOT S6	Lots 65 to 79 & additional Common Property No.1	STAGE 6	PS511693Q/S6	24/09/03			
LOT S7	Lots 1 to 4 & additional Common Property No.1	STAGE 7	PS511693Q/S7	24/09/03		4	GMR
LOTS 81 and 82	LOTS 81A and 82A	Re-Subdivision (Sec.32 Subdivision Act 1988 )	PS511693Q/D1	08/06/04			



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS511693Q**

The land in PS511693Q is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**

Common Property 1, Lots 1 - 80, 81A, 82A, 83 - 114.

**Limitations on Owners Corporation:**

Unlimited

**Postal Address for Services of Notices:**

SLRS LTD 72 GREG NORMAN DRIVE SANCTUARY LAKES VIC 3030

AM922246Y 08/07/2016

**Owners Corporation Manager:**

NIL

**Rules:**

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

**Owners Corporation Rules:**

1. AM337566R 18/11/2015

**Additional Owners Corporation Information:**

NIL

**Notations:**

NIL

**Entitlement and Liability:**

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 03/03/2021 04:28:08 PM

OWNERS CORPORATION 1  
PLAN NO. PS511693Q

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
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Lot 30	100	100
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Lot 32	100	100
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 03/03/2021 04:28:08 PM

OWNERS CORPORATION 1  
PLAN NO. PS511693Q

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
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Lot 61	100	100
Lot 62	100	100
Lot 63	100	100
Lot 64	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS511693Q

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 65	100	100
Lot 66	100	100
Lot 67	100	100
Lot 68	100	100
Lot 69	100	100
Lot 70	100	100
Lot 71	100	100
Lot 72	100	100
Lot 73	100	100
Lot 74	100	100
Lot 75	100	100
Lot 76	100	100
Lot 77	100	100
Lot 78	100	100
Lot 79	100	100
Lot 80	100	100
Lot 81A	100	100
Lot 82A	100	100
Lot 83	100	100
Lot 84	100	100
Lot 85	100	100
Lot 86	100	100
Lot 87	100	100
Lot 88	100	100
Lot 89	100	100
Lot 90	100	100
Lot 91	100	100
Lot 92	100	100
Lot 93	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 03/03/2021 04:28:08 PM

OWNERS CORPORATION 1  
PLAN NO. PSS11693Q

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 94	100	100
Lot 95	100	100
Lot 96	100	100
Lot 97	100	100
Lot 98	100	100
Lot 99	100	100
Lot 100	100	100
Lot 101	100	100
Lot 102	100	100
Lot 103	100	100
Lot 104	100	100
Lot 105	100	100
Lot 106	100	100
Lot 107	100	100
Lot 108	100	100
Lot 109	100	100
Lot 110	100	100
Lot 111	100	100
Lot 112	100	100
Lot 113	100	100
Lot 114	100	100
<b>Total</b>	<b>11400.00</b>	<b>11400.00</b>

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

Statement End.

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 04 March 2021 05:04 PM

## PROPERTY DETAILS

Address: **42 SIGNATURE BOULEVARD POINT COOK 3030**  
Lot and Plan Number: **Lot 42 PS511693**  
Standard Parcel Identifier (SPI): **42\PS511693**  
Local Government Area (Council): **WYNDHAM**  
Council Property Number: **141887**  
Planning Scheme: **Wyndham**  
Directory Reference: **Melway 208 E5**

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

[Planning Scheme - Wyndham](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **City West Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **POWERCOR**

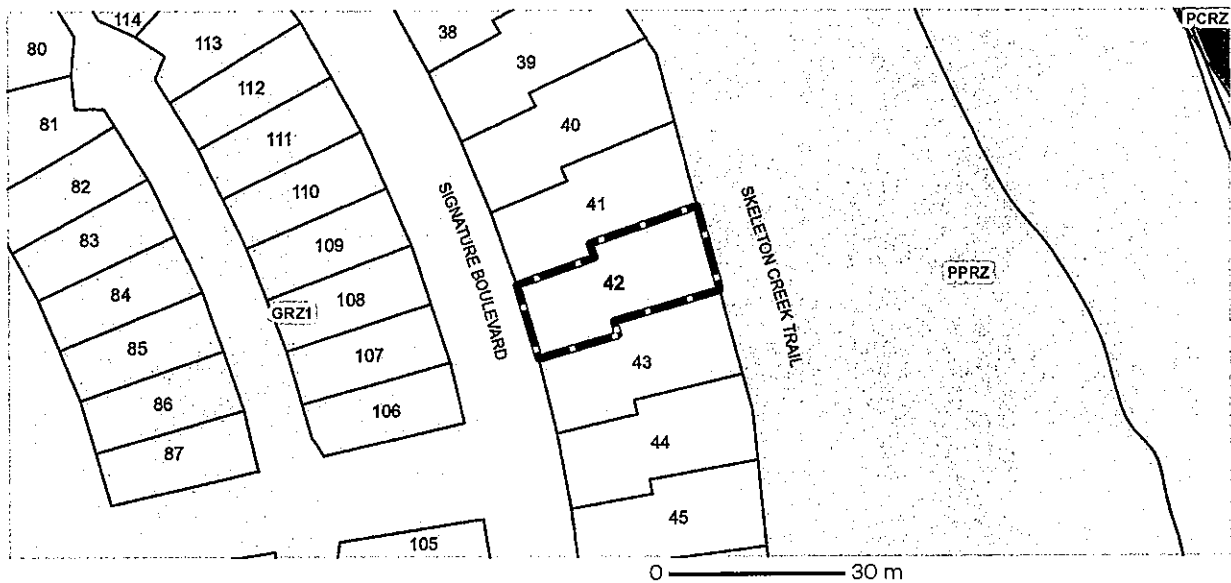
[View location in VicPlan](#)

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **ALTONA**

## Planning Zones

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



GRZ - General Residential      PCRZ - Public Conservation and Resource      PPRZ - Public Park and Recreation  
 Water course

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



# PLANNING PROPERTY REPORT

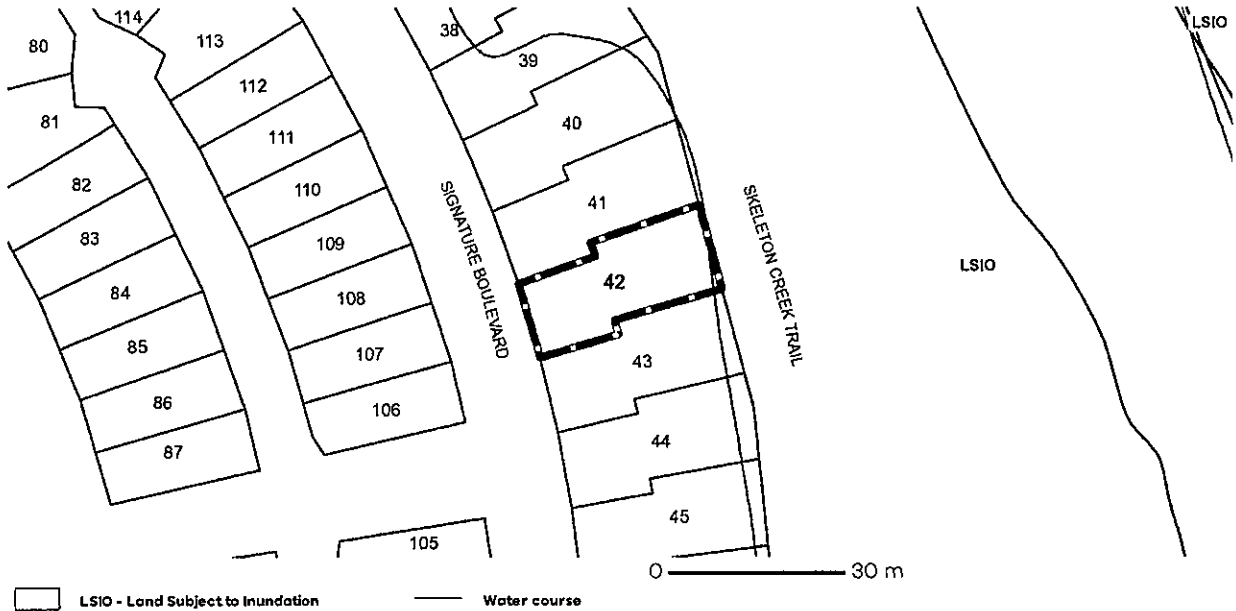


Environment,  
Land, Water  
and Planning

## Planning Overlays

### LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

### LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### DESIGN AND DEVELOPMENT OVERLAY (DDO)



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

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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

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

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

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 24 February 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.

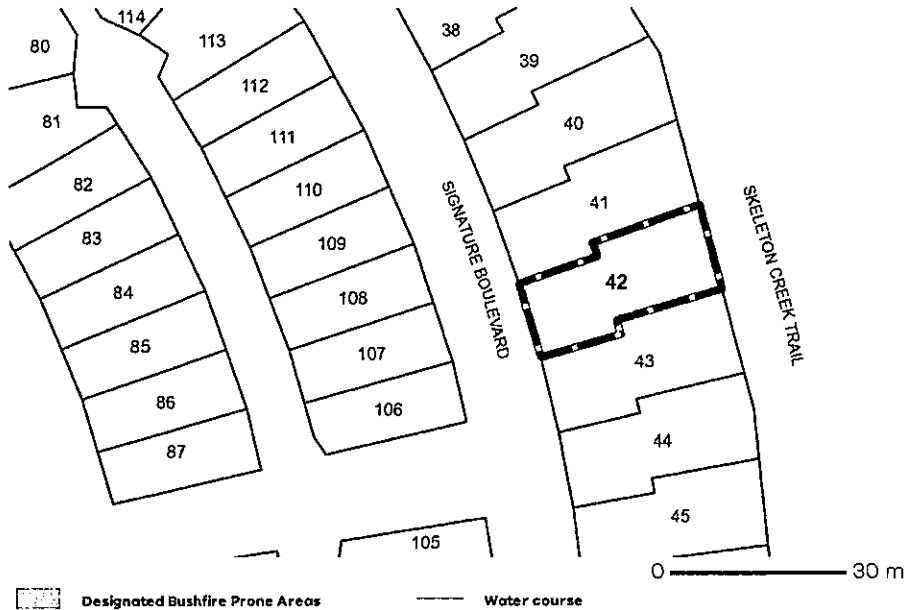
To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

# 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>



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES  
131691

REFERENCE NO.

1250 8718 8138

DATE OF ISSUE - 3/03/2021

APPLICATION NO.

928006

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

66834564:101913591

SOURCE NO. 99905059310

PROPERTY: 42 SIGNATURE BOULEVARD POINT COOK VIC 3030

## Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of one hundred and forty one dollars and ninety three cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2020 - 30/06/2021	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	104.32	Quarterly	31/03/2021	78.24	0.00
PARKS SERVICE CHARGES	79.02	Annually	30/06/2021	79.02	0.00
WATER NETWORK CHARGE RESIDENTIAL	210.80	Quarterly	31/03/2021	158.10	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	252.60	Quarterly	31/03/2021	189.45	0.00
<b>TOTAL</b>	<b>646.74</b>			<b>504.81</b>	<b>0.00</b>

Service charges owing to 30/06/2020 0.00

Service charges owing for this financial year 0.00

Adjustments 0.00

**Current amount outstanding** 0.00

Plus remainder service charges to be billed 141.93

**BALANCE including unbilled service charges** 141.93

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1250 8718 8138



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES  
131691

REFERENCE NO.

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DATE OF ISSUE - 3/03/2021

APPLICATION NO.

928006

This statement does not include any volumetric charges from 18/05/2017. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES  
131691

REFERENCE NO.

1250 8718 8138

DATE OF ISSUE - 3/03/2021

APPLICATION NO.

928006

## Information given pursuant to section 158 of the Water Act 1989

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways Group for information available to Melbourne Water on the effect of overland flows on this property. Please call Melbourne Water on 9679-7517.

The SKELETON CREEK (MELB. WATER FILES RE: PS 511693Q) is located in the vicinity of the property. For further information please contact Melbourne Water on 9679-7517.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE  
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

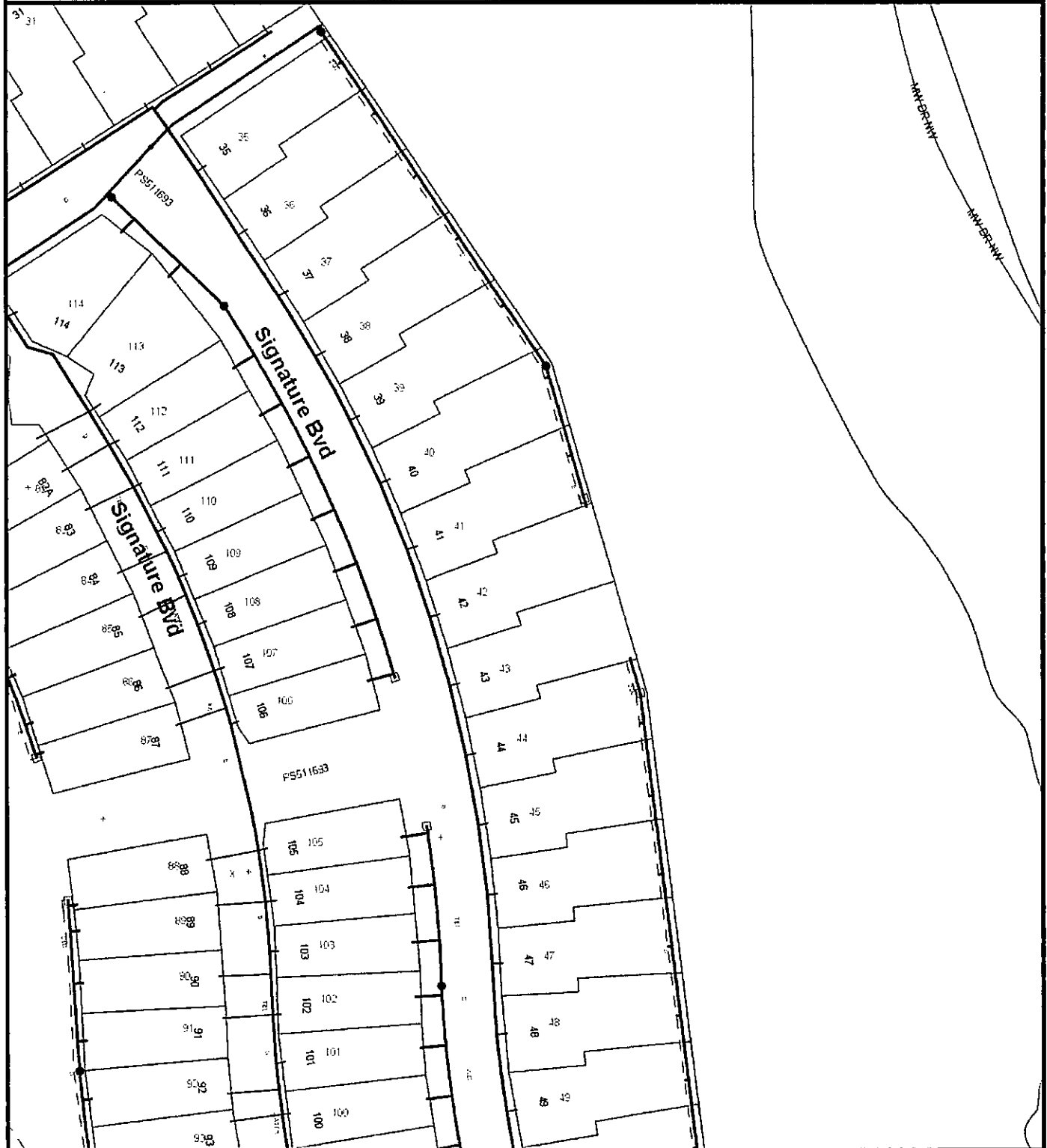


City West  
Water™


# Encumbrance Plan

## 42 SIGNATURE BOULEVARD POINT COOK 3030

### Application No. 928006



#### LEGEND

●	Circular Manhole	—	Recycled Water Main	---	MW Sewer Main	 Date: 03/03/2021
□	Inspection Shaft	---	MW Channel	---	MW Abandoned Sewer Main	
—	Sewer Main	---	MW Abandoned Channel	---	MW Water Main	
× ×	Abandoned Sewer Main	---	MW Natural Waterway	---	MW Abandoned Water Main	
—	Water Main	---	MW Underground Drain	□	MW Manhole	
× ×	Abandoned Water Main	---	MW Abandoned Underground Drain	□	MW Abandoned Manhole	

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.





**Rates Correspondence**  
 Wyndham City  
 PO Box 197  
 Werribee Victoria 3030  
 www.wyndham.vic.gov.au  
 mail@wyndham.vic.gov.au  
 ABN: 38 393 903 860

**General Enquiries**  
 03 9742 0777  
**Customer Service Centres**  
 Civic Centre Mon - Fri 9am - 5pm  
 Point Cook Community Learning Centre  
 Mon - Fri 9am - 5pm  
 Tarneit Community Learning Centre  
 Mon - Fri 9am - 5pm  
 Manor Lakes Community Learning Centre  
 Mon - Fri 9am - 5pm

# Instalment Notice 2020 - 2021

1 July 2020 - 30 June 2021



024-3030 (2941)  
B

B J Davis  
 Po Box 7218  
 POINT COOK VIC 3030

Assessment  
Number  
**141887**

Due Date  
**28/02/2021**

Bank Reference  
Number  
**1127979**

Issue Date  
**18/01/2021**

141887

**PROPERTY LOCATION AND DESCRIPTION**  
 V 10750 F 044 L 42 PS 511693 Deutgam Parish  
 42 Signature Boulevard POINT COOK VIC 3030  
 AVPC Code: 110

## 3RD INSTALMENT NOTICE

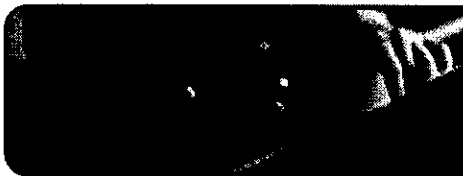
Instalment Amount Due **\$442.00**

Total Amount Due **\$442.00**

ARREARS OUTSTANDING
<b>\$0.00</b>
1st Instalment 31/10/2020
2nd Instalment 31/12/2020
3rd Instalment 28/02/2021 <b>\$442.00</b>
4th Instalment 31/05/2021 <b>\$442.00</b>

If you are having any difficulties making your instalment payment please contact Council on 03 9742 0777.

All eligible Wyndham COVID-19 Pension Rebates & COVID-19 Jobkeeper Rate Rebates as at 15/01/2021 have been applied.



Have your next rate notice delivered to your email.

Sign up for EzyBill at <https://wyndham.ezybill.com.au> or scan the QR code.



Payments received after 15/01/2021 will not be shown on this notice.



Assessment No. 141887

Name B J Davis

Address 42 Signature Boulevard  
POINT COOK VIC 3030

To pay visit: [www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au) or turn over the page for more options.

- Online
- Direct Debit
- Bpay
- Australia Post
- Payment in Person
- Mail



3rd Instalment by  
28/02/2021  
**\$442.00**



Instalment \*396 1127979 \$442.00

# Property Clearance Certificate

## Taxation Administration Act 1997



MMMC CONVEYANCING VIA SAI GLOBAL PROPERTY  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

**Your Reference:** 66834564:101913590  
**Certificate No:** 43413163  
**Issue Date:** 04 MAR 2021  
**Enquiries:** ESYSPROD

**Land Address:** 42 SIGNATURE BOULEVARD POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31222077	42	511693	10750	44	\$1,000.00

**Vendor:** BRADLEY DAVIS  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR BRADLEY JOHN DAVIS	2021	\$380,000	\$535.00	\$0.00	\$535.00

**Comments:** Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MR BRADLEY JOHN DAVIS	2020	\$465.00	\$0.00	\$465.00

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:	\$580,000
SITE VALUE:	\$380,000
AMOUNT PAYABLE:	\$1,000.00

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

Certificate No: 43413163

---

## 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: 43413163

**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](http://www.bpay.com.au)

**CARD**



Ref: 43413163

**Visa or Mastercard**

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

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



## OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.14 Owners Corporations Regulations 2018

### Owners Corporation 1

Address: Sanctuary Lakes Resort Services Limited, 72 Greg Norman Drive, Sanctuary Lakes Vic 3030.

This certificate is issued for Lot 42 on Plan of Subdivision No 511693Q.

Lot address is 42 Signature Boulevard, SANCTUARY LAKES VIC 3030.

Vendor Brad Davis.

Your Ref N/A.

Applicant for the certificate is MMMC CONVEYANCING.

Address for delivery of certificate is mmmc2@bigpond.com.

Date that the application was received on 3/03/2021.

### IMPORTANT:

The information in this certificate is issued on 4/03/2021.

You can inspect the Owners Corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot are:
	\$3,787.00 for the period 1 <sup>st</sup> July 2020 – 30 <sup>th</sup> June 2021 The above fee is made up of: a) Owners Corporation Fee – Service Fee \$2,640.00 b) Common Property Fee \$685.00 c) Maintenance Fund Fee \$462.00
2.	The date to which the fees for the lot have been paid up to is:
	30 <sup>th</sup> June 2021.
3.	The total of any unpaid annual fees or charges for the lot are:
	Nil.
4.	The special fees or levies which have been struck, and the dates on which they were struck and are unpaid:

Sanctuary Lakes Resort Services Limited ACN 092 610 449

Resident Owned, Resident Run

SLRS Office, 72 Greg Norman Drive, Sanctuary Lakes VIC 3030

Telephone: (03) 9394 9400

E-mail [ocmanager@sanctuarylakes.com.au](mailto:ocmanager@sanctuarylakes.com.au)

Web site [www.sanctuarylakesresort.com.au](http://www.sanctuarylakesresort.com.au)

	Nil.															
5.	The total of all unpaid fees, levies and/or charges as at 4/03/2021 is:															
	<p>Nil.</p> <p>SLRS recommends your written request via email to <a href="mailto:occertificate@sanctuarylakes.com.au">occertificate@sanctuarylakes.com.au</a> for a Balance Update immediately prior to settlement for an up-to-date Statement including additional interest or amounts owing.</p>															
6.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:															
	At the date of issuing the certificate no such repairs, maintenance or other work has been performed or is known to be about to be performed.															
7.	The owners corporation has the following insurance cover:															
	<p><b>i. SLRS Ltd 'Umbrella' Insurance Policies</b></p> <p><b>NOTED</b> that SLRS Ltd takes out the following cover for all owners corporations at Sanctuary Lakes, in addition to any individual owners corporations' Residential Strata policies. This coverage extends to all owners corporation volunteers/committee members and SLRS Ltd authorised representatives:</p> <p><b><u>Personal Accident &amp; Illness 'Voluntary Workers'</u></b></p> <p>Insurer                   CGU Insurance Ltd  Policy No.                5539535  Period                     30/06/20 to 30/06/21</p> <p><b><u>Management Liability 'Directors &amp; Officers'</u></b></p> <p>Insurer                   CGU Insurance Ltd  Policy No.                03ML1444876  Period                     30/06/20 to 30/06/21</p> <p><b>ii. OC specific Insurance Cover 2020/21</b></p> <p><b>RESOLVED</b> that the Owners Corporation confirms the following insurance cover:</p> <p>Insurer                   Strata Unit Underwriting Agency  Policy No.                06S1357162  Period                     30/06/20 to 30/06/21</p> <p><b>Last known valuation - 13/07/2015</b></p> <p><b>Coverage</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; vertical-align: top;">Section 1</td> <td style="width: 60%;">Building</td> <td style="width: 30%; text-align: right;">\$1,097,561</td> </tr> <tr> <td></td> <td>Loss of Rent</td> <td style="text-align: right;">\$164,634</td> </tr> <tr> <td></td> <td>Catastrophe</td> <td style="text-align: right;">\$164,634</td> </tr> <tr> <td></td> <td>Additional Loss of Rent</td> <td style="text-align: right;">Not Insured</td> </tr> <tr> <td></td> <td>Additional Catastrophe or Emergency</td> <td style="text-align: right;">Not Insured</td> </tr> </table>	Section 1	Building	\$1,097,561		Loss of Rent	\$164,634		Catastrophe	\$164,634		Additional Loss of Rent	Not Insured		Additional Catastrophe or Emergency	Not Insured
Section 1	Building	\$1,097,561														
	Loss of Rent	\$164,634														
	Catastrophe	\$164,634														
	Additional Loss of Rent	Not Insured														
	Additional Catastrophe or Emergency	Not Insured														

	Flood	Included
	Floating Floors	Included
Section 2	Glass	Included
Section 3	Theft	Included
Section 4	Liability	\$20,000,000
Section 5	Fidelity Guarantee	\$100,000
Section 6	Office Bearers Liability	Refer 7. i.
Section 7	Voluntary Workers	Refer 7. i.
Section 8	Government Audit Costs	\$25,000
Section 9	Legal Expenses	\$50,000
Section 10	Workplace, Health & Safety	\$100,000
Section 11	Machinery Breakdown	\$200,000
Section 12	Owners Improvements	Not Insured
Section 13	Owners Improvements	Not Insured
<p><b>Note</b> Building, Loss of Rent and Catastrophe coverage is for common property structures only. Private dwellings/homes and any associated structures within each Lot do not form part of common property, and as such owners are required to take out their own building replacement and reinstatement insurance cover.</p> <p><b>Note</b> Under Section 54 of the Owners Corporation Act 2006, the Owners Corporation effects insurance on the building and public liability within the common areas only. Cover does not extend to the inside of a member's lot (or car park lots) including privately owned fixtures and fittings (eg, carpets, drapes, light fittings, temporary floors, wall coverings etc) and public liability within a lot. It is therefore important that members organise their own insurance whether it be Personal Contents of Landlord's Insurance (if renting out the unit).</p> <p><b>Note</b> <u>Smoke alarms</u></p> <p>Since 01 February 1999, self-contained smoke alarms complying with Australian Standard 3786-1993 must be installed in all residential buildings, including homes, units, flats and townhouses.</p> <p>It is the legal responsibility of owners and landlords to install smoke alarms.</p> <p>In all new residential buildings constructed on or after 01 August 1997, the smoke alarms must be connected directly to the consumer power mains, as well as having a battery back-up.</p> <p>Residential buildings constructed before 01 August 1997 can be fitted with a battery-powered smoke alarm.</p> <p>It is the owner's responsibility to ensure smoke alarms are installed and kept in working condition, however a tenant can act to ensure compliance with the regulations.</p> <p><b>Note</b> Members may obtain a copy of the insurance policy upon written request to the Manager.</p> <p>Members may obtain a Product Disclosure Statement and Financial Services Guide upon written request to the Manager.</p>		
8.	Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:	
	No, however all members must obtain their own building reinstatement and replacement insurance cover for all buildings contained on their Lot.	



9.	The total funds held by the owners corporation:
	<p>The funds raised in accordance with the provision of Services referred to in item 12 below are passed on to SLRS Ltd pursuant to the agreement between the Owners Corporation and SLRS Ltd. and</p> <p>As this Owners Corporation at Sanctuary Lakes has common property, the following funds are held in addition to the funds that are raised and passed to SLRS Ltd in relation to the Service Fee that all lots in Sanctuary Lakes pay:</p> <p>Administration Fund: \$46,294.28 Maintenance Fund: \$80,263.69</p>
10.	Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	The Owners Corporation may resolve to strike administrative and management costs against any owner in debt to the Owners Corporation to recover outstanding fees.
11.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details:
	Nil.
12.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:
	<p>The Owners Corporation has entered into an Agreement with Sanctuary Lakes Resort Services Limited (SLRS) for the Management and provision of services to members and occupiers of lots within the Owners Corporation.</p> <p>The Owners Corporation 'Service Fee' is a contractual obligation of the Owners Corporation to the Manager for the provision of, but not limited to, the following services:</p> <ul style="list-style-type: none"> <li>a) Security - 24/7 Private Security linked to a central monitoring station manned 24 hours a day. This also includes 24-hour patrol by on-site security guards.</li> <li>b) Lake Maintenance – includes cutting of sea grass, water testing, algae and rubbish collection.</li> <li>c) Recreation – access to pool, gym, tennis courts, etc.</li> <li>d) Resort (or Garden) maintenance– this includes all garden beds, trees and parks on Council land plus irrigation and maintenance of the main boulevard.</li> <li>e) OC Administration – phone enquiries, running OC AGMs, producing OC Certificates, providing OC advice, debt collection, attending VCAT where necessary, accounting and accounts enquiries, insurance, maintenance, payment of contractors for above services and maintenance of OC Records.</li> <li>f) OC Compliance – oversee the adherence of the Owners Corporation Rules as well as the Act, administer the asset bond process.</li> <li>g) Recycled Water – This enables the parks and reserves and main boulevard within Sanctuary Lakes to be watered. Rectification of irrigation lines unused for some time and restoration of turf is ongoing to take advantage of this.</li> </ul>

Sanctuary Lakes Resort Services Limited ACN 092 610 449

Resident Owned, Resident Run

SLRS Office, 72 Greg Norman Drive, Sanctuary Lakes VIC 3030

Telephone: (03) 9394 9400

E-mail [ocmanager@sanctuarylakes.com.au](mailto:ocmanager@sanctuarylakes.com.au)

Web site [www.sanctuarylakesresort.com.au](http://www.sanctuarylakesresort.com.au)



	For your information, the financial accounts of the Manager can be located on our website, <a href="http://www.sanctuarylakesresort.com.au">www.sanctuarylakesresort.com.au</a> – the Manager holds reserves for the benefit of all the Sanctuary Lakes Owners Corporations.
13.	Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? If so, then provide details:
	None known at this date.
14.	Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	None known at this date.
15.	Has the Owners Corporation appointed or resolved to appoint a manager? If so, then provide details:
	<p>A manager is appointed.</p> <p><b>Sanctuary Lakes Resort Services Limited (SLRS)</b> (Registration #000627)  72 Greg Norman Drive, Sanctuary Lakes VIC 3030</p> <p><u>Email contacts</u>  OC Certificates - <a href="mailto:occertificate@sanctuarylakes.com.au">occertificate@sanctuarylakes.com.au</a>  Asset Bonds - <a href="mailto:assetbond@sanctuarylakes.com.au">assetbond@sanctuarylakes.com.au</a>  Management - <a href="mailto:ocmanager@sanctuarylakes.com.au">ocmanager@sanctuarylakes.com.au</a></p>
16.	Has an administrator has been appointed for the Owners Corporation, or has been a proposal for the appointment of an administrator?
	No.
17.	Documents required to be attached to the Owners Corporation certificate are:
	<p>a) A copy of the most recent Annual General Meeting Minutes containing all resolutions.</p> <p>b) A copy of the Owners Corporation Model Rules.</p> <p>c) A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners".</p>
18.	Non-Compliance Issues/Outstanding Works:
	<p><b>Alarm System Compliance Status</b></p> <p>The Residence's Alarm System is Compliant to the Sanctuary Lakes Minimum Standards under Owners Corporate Rule 3.6.4. and is currently OFFLINE.</p> <p><b>Outward Appearance</b></p> <p>Owners within Signature Estate must ensure that they are not in contravention of section 48 of the Act, by ensuring that their private buildings are repaired and maintained to the standard of their original construction. It is the purchaser's responsibility to ensure that all private buildings subject</p>

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Web site [www.sanctuarylakesresort.com.au](http://www.sanctuarylakesresort.com.au)

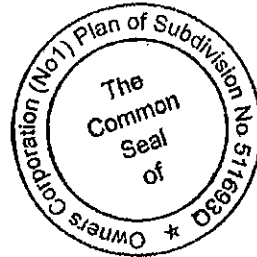




	<p>to a sale conform to the original appearance. The owners corporation reserves its right to enforce section 48 of the Act at any time.</p> <p><b>Cedar Panelling</b></p> <p>All cedar panelling was originally approved on the proviso that it be maintained. If any section becomes neglected or badly weathered the Committee may consider taking action regarding the outward appearance.</p> <p><b>Following a recent inspection of the property for the purpose of preparing this Owners Corporation Certificate, the following item(s) have been identified as possibly requiring attention in order to maintain the expectations of the Owners' desire for consistent outward appearance and quality of amenity within the Sanctuary Lakes Resort. They do not necessarily represent an exhaustive list of all matters that may be deemed as requiring attention.</b></p> <p>Painted driveway is not permitted and must be rectified.</p> <p><b>It is recommended that purchasers obtain advice regarding original state of appearance of all private buildings. A professional assessment can be obtained from Sanctuary Lakes Resort Services Limited (SLRS).</b></p> <p><b>SLRS contact details:</b></p> <p>p 03 9394 9400 e <a href="mailto:arc@sanctuarylakes.com.au">arc@sanctuarylakes.com.au</a></p> <p><b>Sanctuary Lakes Homeowner Building Code</b></p> <p>For your reference a copy of the Sanctuary Lakes Homeowner Building Code is attached.</p>
19.	<p><b>Note:</b></p> <p>a) <b>Balance Updates for Owners Corporation fees, charges and interest will be provided at no additional charge within 60 days of issue of this certificate. All requests must be in writing and allow up to one clear business day for a response.</b></p> <p><b>SLRS recommends your written request via email to <a href="mailto:occertificate@sanctuarylakes.com.au">occertificate@sanctuarylakes.com.au</a> for a Balance Update immediately prior to settlement for an up-to-date Statement.</b></p> <p>b) <b>More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the owners corporation register in writing to the details provided in item 14 above.</b></p> <p>c) <b>An owner Change of Details Form has been attached. It would be appreciated that the purchaser completes this form and send to <a href="mailto:ocmanager@sanctuarylakes.com.au">ocmanager@sanctuarylakes.com.au</a> as soon as possible after the change in ownership. This form should be sent in conjunction with the Notice of Acquisition.</b></p>



The common seal of Owners Corporation No 1 Plan No 511693Q was affixed and witnessed by and in the presence of the registered Manager in accordance with Section 20 (1) and Section 21 (2A) of the Owners Corporations Act 2006.



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**Natalie Bianchini**  
as delegate of the Manager

Sanctuary Lakes Resort Services Limited - ACN 092 610 449  
72 Greg Norman Drive, Sanctuary Lakes Vic 3030

Sanctuary Lakes Resort Services Limited ACN 092 610 449

Resident Owned, Resident Run

SLRS Office, 72 Greg Norman Drive, Sanctuary Lakes VIC 3030

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**OWNERS CORPORATION PS511693Q OC1 (Stage 28)**  
**Owners Corporations Act 2006**  
**MINUTES - ANNUAL GENERAL MEETING**

**MEETING INFORMATION**

**Date:** Thursday 03 September 2020  
**Time:** 7:00 pm  
**Venue:** Digital Meeting by Zoom

**ITEM**

**1. Commencement of Meeting and Appointment of Chairperson**

**RESOLVED** that Garry Theobald chair the meeting.

**RESOLVED** that Garry Theobald be appointed Minute Taker.

**2. Registration of Attendance & Quorum**

**NOTED** that a quorum was not achieved.

As such, all resolutions are interim. In accordance with the Owners Corporations Act 2006, notice of all interim resolutions and the minutes of the meeting at which the interim resolutions are made must be forwarded to all lot owners within 14 days of the meeting. Interim resolutions become decisions of the Owners Corporation 29 days from the date of the interim resolution, unless notice of a special general meeting is given within that 29-day period.

Lot	Present: In Person	Present: By Proxy / Apology	Proxy to
3	Pradipto Bhattacharyy		Adam Parker
4	Adam Rowland		
9	Avinesh Chandra		
11		Clare Carpenter	Adam Parker
24	Emile Dandeker		
40	Luciano Benetti		
41	Nicholas Kellis		
44		Jean Dickson	Adrian Dent
45	Adrian Dent		
46		Alexander Haller & Joanne Duffy	Adrian Dent
66	Richard Conejo		
69	Kathryn Parker		
85	Sam Secrieru		
92	Rory McSweeney		
105		Theoni Talone	Adrian Dent

<b>Present: Non-Voting</b>	
Trent Curwood	CEO - SLRS Ltd
Garry Theobald	Community Manager - SLRS Ltd
Natalie Bianchini	OC Portfolio Manager - SLRS Ltd
Kayleigh Wright	Community Engagement Manager - SLRS Ltd

**3. Standing Orders**

**RESOLVED** that the Owners Corporation's Standing Orders be approved for all general meetings until the holding of the next annual general meeting.

**4. Previous Minutes**

**RESOLVED** that the Owners Corporation confirms and adopts the Minutes of the previous Annual General Meeting dated Monday 19 August 2019.

**5. Reports**

**a. Manager Report – SLRS Ltd**

**RESOLVED** that the Owners Corporation receives the report of activities of the Manager including details of professional indemnity insurance held.

**b. Committee Report**

**RESOLVED** that the Owners Corporation receives the report of activities of committee.

**c. Maintenance Plan**

**i. RESOLVED** that the Owners Corporation ratifies the following expenses by category from the Maintenance Fund for the 2019/20 financial year:

Section 2: Recreation Club Interior	1,454.55
Section 5. Driveways	7,000.00
Section 12. Ventilation and Air Conditioning	3,818.18
Section 13: Water	<u>3,000.00</u>
<b>TOTAL</b>	<b><u>\$15,272.73</u></b>

**ii. RESOLVED** that the Owners Corporation ratifies its previous decision to adopt the existing maintenance plan.

**d. Report of Complaints**

**RESOLVED** that the Owners Corporation receives the report of complaints made under Division 1 of Part 10 of the Owners Corporation Act 2006.

**e. Audit**

**i. Auditor's Report**

**RESOLVED** that the Owners Corporation receives the Auditor's report on the financial statements for the year ended 30 June 2020.

**ii. Appointment of Auditor**

**RESOLVED** that the Owners Corporation delegates to SLRS Ltd the power to appoint an auditor, if required, to audit the financial statements for the year ending 30 June 2021.



## 6. Essential Safety Measures, & Health & Safety

### a. Essential Safety Measures

**NOTED** that the Owners Corporation has essential safety measures requirements in the gym & pool facility and performs the necessary legislative measures to include obtaining an annual certificate.

The Owners Corporation is only responsible for the servicing and maintenance of Essential Safety Measures ("ESMs", such as smoke detectors, fire hydrants, hose reels, sprinklers) located within common property. Any ESMs located within private lots/homes are the duty and responsibility of the relevant lot owner to service and maintain except when otherwise advised by the Owners Corporation. If you are unsure, please check with the office.

### b. Health & Safety

**NOTED** that the Owners Corporation did not resolve to engage a consultant to prepare an OHS report.

Note Whilst most roads, nature strips and parks/reserves within Sanctuary Lakes are Council Reserve, hence the responsibility of Wyndham City Council, SLRS does engage an independent Health and Safety consultant who attends site meetings on a regular basis.

SLRS also leads an internal Health and Safety committee comprising representatives from Management, Administration, Resort Maintenance, Lake Maintenance, the Recreation Centre and Security as well as the various departments of the Golf Club, who also meet on a regular basis.

These measures fall within SLRS' strategy to oversee the safety of workers, residents and the public.

Should it come to their attention, lot owners or their tenants are advised to immediately inform the office of any Health and Safety issues.

## 7. Consideration of Financial Matters

### a. Annual Financial Statements

**RESOLVED** that the Owners Corporation receives and adopts the financial statements for the year ended 30 June 2020.

### b. Budget and Fees

#### Administration Fund

i. **RESOLVED** that the Owners Corporation ratifies the Owners Corporation Fee at \$2,640.00 per Lot for the period of 12 months commencing 01 July 2020; total budget equals \$273,600.00 plus GST – payable by equal fee per Lot in the Owners Corporation.

ii. **RESOLVED** that the Owners Corporation ratifies the annual Common Property budget for the period of 12 months commencing 01 July 2020, of \$70,990.08 plus GST thus setting the Common Property Fee at \$685.00 per Lot.

#### Maintenance Fund

iii. **RESOLVED** that the Owners Corporation ratifies the annual Maintenance Fund budget for the period of 12 months commencing 01 July 2020, of \$47,800.00 plus GST thus setting the Maintenance Fund Fee at \$462.00 per Lot.



Payment of Fees

iv. **RESOLVED** that the Owners Corporation Fees are to be paid annually in advance or by approved direct debit as proposed by SLRS Ltd; and that the approved budgets, thus fees, will remain in place until the next Annual General Meeting unless a Special General Meeting is convened earlier and new budgets adopted, or the committee passes budgets on an interim basis to later be ratified at the Annual General Meeting.

c. **Interim Budget and Fees**

**RESOLVED** that the Owners Corporation delegates to the committee/SLRS Ltd the power to consider and pass, on an interim basis, the budgets for each financial year for the Owners Corporation prior to the commencement of the financial year and the Owners Corporation's annual general meeting.

d. **Details of Insurance and insurance valuation**

i. **SLRS Ltd 'Umbrella' Insurance Policies**

**NOTED** that SLRS Ltd takes out the following cover for all owners corporations at Sanctuary Lakes, in addition to the individual OC Residential Strata policies. This coverage extends to all OC volunteers/committee members and SLRS Ltd Authorised Representatives:

**Personal Accident & Illness 'Voluntary Workers'**

Insurer CGU Insurance Ltd  
 Policy No. 5539535  
 Period 30/06/20 to 30/06/21

**Management Liability 'Directors & Officers'**

Insurer CGU Insurance Ltd  
 Policy No. 03ML1551296  
 Period 30/06/20 to 30/06/21

ii. **OC specific Insurance Cover 2020/21**

**RESOLVED** that the Owners Corporation confirms the following insurance cover:

Insurer Strata Unit Underwriting Agency  
 Policy No. 06S1357162  
 Period 30/06/20 to 30/06/21

**Last Valuation - 10 July 2019**

**Coverage**

Section 1	Common Property Building	\$1,097,561
Section 2	Glass	Included
Section 3	Theft	Included
Section 4	Liability	\$20,000,000
Section 5	Fidelity Guarantee	\$100,000
Section 6	Office Bearers Liability	Refer 7 d. i.
Section 7	Voluntary Workers	\$2,000 / 200,000
Section 8	Government Audit Costs	\$25,000
Section 9	Legal Expenses	\$50,000
Section 10	Workplace, Health & Safety	\$100,000
Section 11	Machinery Breakdown	\$200,000
Section 12	Owners Improvements	Not Insured



Note Building, Loss of Rent and Catastrophe coverage is for common property structures only.

Private dwellings/homes and any associated structures within each Lot do not form part of common property, and as such owners are required to take out their own building replacement and reinstatement insurance cover.

Note Section 54 of the Owners Corporation Act 2006 confirms that the Owners Corporation effects insurance on the building and public liability within the common areas only. Cover does not extend to the inside of a member's lot (or car park lots) including privately owned fixtures and fittings (eg, carpets, drapes, light fittings, temporary floors, wall coverings etc) and public liability within a lot. It is therefore important that members organise their own insurance whether it be Personal Contents of Landlord's Insurance (if renting out the unit). All owners should also consider public liability cover for events occurring within your Lot. SLRS recommends you seek advice from your preferred insurance broker.

Note Smoke alarms

Since 01 February 1999, self-contained smoke alarms complying with Australian Standard 3786-1993 must be installed in all residential buildings, including homes, units, flats and townhouses.

It is the legal responsibility of owners and landlords to install smoke alarms.

In all new residential buildings constructed on or after 01 August 1997, the smoke alarms must be connected directly to the consumer power mains, as well as having a battery back-up.

Residential buildings constructed before 01 August 1997 can be fitted with a battery-powered smoke alarm.

It is the owner's responsibility to ensure smoke alarms are installed and kept in working condition, however a tenant can act to ensure compliance with the regulations.

Note Members may obtain a copy of the insurance policy upon written request to the Manager.

Members may obtain a Product Disclosure Statement and Financial Services Guide upon written request to the Manager.

Note SLRS Ltd does not take commission for the placement of insurances.

### iii. **Building Valuation**

**RESOLVED** that the Owners Corporation adopts the building valuation report dated 10 July 2019.

### iv. **Insurance Renewals**

**RESOLVED** that the Owners Corporation delegates to SLRS Ltd the power to renew insurances upon expiry of any policy.

### e. **Report on Interest**

**NOTED** that SLRS Ltd has addressed any enquiries on interest on arrears payable, directly with lot owners, and as this interest is paid to SLRS Ltd and not the Owners Corporation, reporting on interest is not required.



**f. Enforcement of the Owners Corporation Rules, and of the Owners Corporations Act/Regulations, to include the Recovery of Money Owed**

**i. VCAT proceedings**

**RESOLVED** that the Owners Corporation be authorised to take all necessary steps for the enforcement of its Rules, as well as the Owners Corporation Act/Regulations, to include the recovery of outstanding fees, levies, charges and other monies due by any member to the Owners Corporation, and ratifies all steps taken to date including the issuing of Final Fee Notices and proceedings for recovery of outstanding fees in the Victorian Civil & Administration Tribunal and/or the Magistrates' Court of Victoria.

**ii. Penalty Interest**

**RESOLVED** that the Owners Corporation charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment, pursuant to Section 29 (1) of the Owners Corporation Act 2006, and that the rate of interest charged will not exceed the maximum rate of interest payable Penalty Interest Rates Act 1983 and will accrue daily.

**RESOLVED** that SLRS Ltd be delegated the power to grant a waiver of the payment of interest when deemed appropriate, and only upon full settlement of outstanding fees, levies, charges and other monies due, pursuant to section 29 (3) of the Owners Corporation Act 2006.

**iii. Recovery of Costs**

**RESOLVED** that the Owners Corporation authorises any and all costs incurred by it, and/or SLRS Ltd as its Agent, in relation to any proceedings for the enforcement of its Rules, as well as for the enforcement of the Owners Corporations Act/Regulations, to include the recovery of monies owed from any member, to be recovered from the member/s in default.

**iv. Appointment of legal advisors for legal proceedings including the enforcement of rules as well as for debt recovery**

**RESOLVED** that SLRS Ltd be delegated the power to appoint third party professional advocates and/or legal advisers when deemed necessary to assist with the enforcement of its Rules, as well as for the enforcement of the Owners Corporations Act/Regulations, to include the recovery of monies owed, against any member of the Owners Corporation, in the Victorian Civil & Administration Tribunal and/or the Magistrates' Court of Victoria.

**8. SLRS Ltd Authorised Representative**

**RESOLVED** that the Owners Corporation elects Adrian Dent as Authorised Representative to Sanctuary Lakes Resort Services Limited, approves the representative's delegation of functions and powers, and approves the affixing of the common seal to the instrument of delegation.

**9. Code of Conduct**

**Note** The Owners Corporation's Code of Conduct for committees as prepared by the Board of SLRS Ltd is attached for your information.





**10. Committee / Office Bearers**

**a. Set committee number and election of committee**

**RESOLVED** that the following nominations be appointed to the Committee:

Lot 3 Adam Parker (as proxy)  
Lot 4 Adam Rowland  
Lot 9 Avinesh Chandra  
Lot 41 Nick Kellis  
Lot 45 Adrian Dent  
Lot 105 Theoni Talone

**b. Appointment of Chairperson**

**RESOLVED** that the committee appoints a Chairperson.

**c. Appointment of Secretary**

**RESOLVED** that the committee appoints a Secretary.

**d. Delegation of Functions & Powers**

**RESOLVED** that the Owners Corporation delegates to the committee all functions and powers in accordance with section 11 of the Owners Corporation Act 2006.

**11. Dispute Resolution**

**RESOLVED** that the Owners Corporation delegates to the committee the power to act as the Grievance Committee, in accordance with Part 10 of the Owners Corporation Act 2006.

**RESOLVED** that the Owners Corporation delegates to SLRS Ltd the power to act as the Grievance Committee, in accordance with Part 10 of the Owners Corporation Act 2006 if a committee or chairperson is not appointed, or when sub-delegated by either a committee or Chairperson.

**12. Public Officer**

**RESOLVED** that the Owners Corporation appoints officers of SLRS Ltd to be the Public Officer and Authorised Contact Person with the Australian Taxation Office, with Trent Curwood, Chief Executive Officer of SLRS Ltd, to be nominated for both positions with immediate effect.

**13. Common Seal Usage**

**a. RESOLVED** that the Owners Corporation delegates to SLRS Ltd the power to execute under seal any certificate required from time-to-time to be given under Section 151 of the Act (Owners Corporation Certificate).

**b. RESOLVED** that the Owners Corporation directs:

- that the common seal is to be kept electronically in accordance with subsection 19(2) of the OC Act; and
- may be applied electronically in accordance with the Electronic Transactions Act.

**14. Other Business**

None.

**MEETING CLOSED 8:09 pm.**

## MODEL RULES FOR AN OWNERS CORPORATION

### 1 Health, safety and security

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

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

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

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

#### 1.3 Waste disposal

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

### 2 Management and administration

#### 2.1 Metering of services and apportionment of costs of services

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

### 3 Use of common property

#### 3.1 Use of common property

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

#### 3.2 Vehicles and parking on common property

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

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

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

### **3.3 Damage to common property**

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **4 Lots**

### **4.1 Change of use of lots**

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

#### **Example**

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

## **5 Behaviour of persons**

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

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

### **5.2 Noise and other nuisance control**

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **6 Dispute resolution**

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.



**Lot Owner Change of Details Form**  
 To ensure our records are correct, please complete and return to Sanctuary Lakes Resort Services Ltd.  
 The Owners Corporation requires notification of any changes to these details at all times.

**PLEASE PRINT CLEARLY**

Property Type      Owner Occupied       Rental       Vacant Land

Property name / Plan of Subdivision # \_\_\_\_\_

Lot Number \_\_\_\_\_ Lot Address \_\_\_\_\_

**SECTION A    Lot ownership and physical Australian address for service of notices**  
Must NOT be a PO Box

Lot owner name(s) \_\_\_\_\_  
 As it appears on Title \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Post Code \_\_\_\_\_

Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Email(s) \_\_\_\_\_  
 \_\_\_\_\_

**SECTION B    Alternate mailing address**  
MAY be a PO Box, but only if section A is also completed

Postal Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Post Code \_\_\_\_\_

\* All non-electronic correspondence will be delivered to the physical Australian address in Section A unless you nominate your alternate address in Section B by ticking this box:

**SECTION C    If the property is tenanted, please also provide the managing/property agent's details**

Contact \_\_\_\_\_

Postal Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Post Code \_\_\_\_\_

Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

\*\* All non-electronic correspondence will be delivered to the physical Australian address in Section A unless you nominate your licensed managing/property agent in Section C by ticking this box:

**PTO →**



**Would you prefer to receive Owners Corporation documentation electronically?**

I / We consent to receiving correspondence and documentation required to be provided by the Owners Corporation in accordance with the *Owners Corporation Act 2006* or otherwise by law by email at the discretion of the Committee / Manager.

Yes

I / We consent to receiving Correspondence and Documentation in relation to the Sanctuary Lakes Resort Services Ltd and/or Owners Corporation Committee by email at the discretion of the Manager and/or the Committee.

Yes

**Important information**

Lot owners are required to notify the Owners Corporation within 7 days of any changes to any contact details. A failure to provide up to date contact details may result on a lot owner being unable to receive all communications from the Owners Corporation.

If you elected to receive information electronically, the Owners Corporation / Manager may elect from time-to-time to use your registered Australian address for service rather than send electronically.

**All owners of the lot must sign below:**

Signature \_\_\_\_\_ Date \_\_\_ / \_\_\_ / \_\_\_\_\_  
**Owner 1**

Signature \_\_\_\_\_ Date \_\_\_ / \_\_\_ / \_\_\_\_\_  
**Owner 2 (if applicable)**

Signature \_\_\_\_\_ Date \_\_\_ / \_\_\_ / \_\_\_\_\_  
**Owner 3 (if applicable)**

**Please Note**

Registered address for service of notices

**Each lot owner must supply a physical Australian address for service of notices. This should be recorded in Section A.**

\* If you prefer to have your mail sent to a PO Box, this address must be recorded in **Section B** and you must tick the associated box. If you select this option you must also supply a physical Australian address for the owners corporation records and record that in **Section A**.

\*\* *Care of* addresses will not be accepted, unless it is a licensed managing/property agent and recorded in **Section C** and tick the box.

# **Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners**

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

## **What is an Owners Corporation?**

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

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

## **How are decisions made by an Owners Corporation?**

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

## **Owners Corporation rules**

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

## **Lot entitlement and lot liability**

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

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

## **Further information**

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

## **Management of an Owners Corporation**

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

# 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 [consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### ***Moving to the inner city?***

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

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

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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