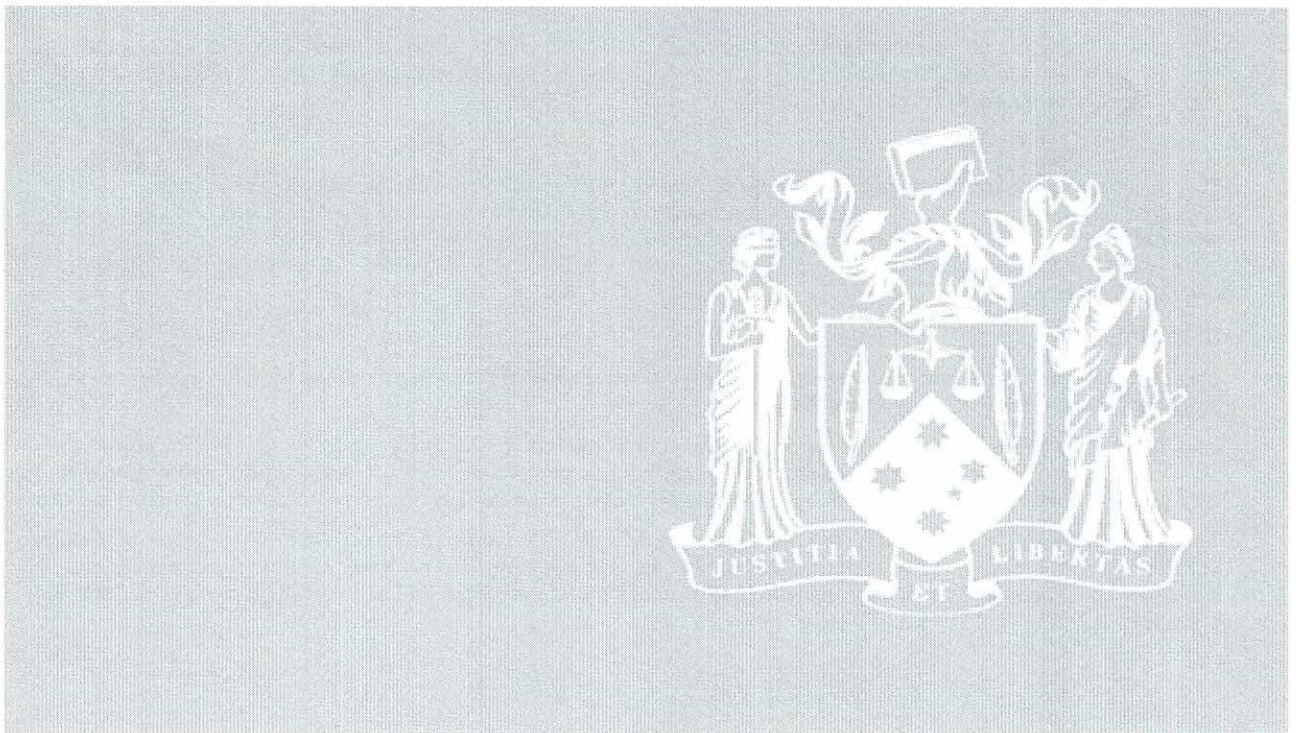


# Contract of Sale of Land

## Property

Unit 2, 13 Joan Street, Sunshine West Vic.3020



# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

### EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; 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 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

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

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

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.

## Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. 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*.

The authority of a person signing –

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

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

## SIGNED BY THE PURCHASER

..... on .....

**Print name(s) of person(s) signing:**

State nature of authority, if applicable: \_\_\_\_\_

This offer will lapse unless accepted within [            ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

## SIGNED BY THE VENDOR

..... on .....

**Print name(s) of person(s) signing:**

Eden Grange Developments Pty Ltd

State nature of authority, if applicable: \_\_\_\_\_

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 Bells Real Estate  
 Address \_\_\_\_\_  
 Email martin@bellsrealestate.com.au Ref \_\_\_\_\_  
 Tel 03 9300 9011 Mob 0407808932 Fax \_\_\_\_\_

### Vendor

Name Eden Grange Developments Pty Ltd  
 Address 72 Clarinda Road, Moonee Ponds Vic.3039  
 ABN/ACN 608 460 055  
 Email \_\_\_\_\_

### Vendor's legal practitioner or conveyancer

Name P.T & Associates  
 Address 12 Westbrook Place Cairnlea VIC 3023  
 Email pt.lawyer@gmail.com Ref PT:2760  
 Tel 03 83618340 Mob 0412 845 813 Fax 0383618359

### Purchaser's estate agent

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Email \_\_\_\_\_ Ref \_\_\_\_\_  
 Tel \_\_\_\_\_ Mob \_\_\_\_\_ Fax \_\_\_\_\_

### Purchaser

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 ABN/ACN \_\_\_\_\_  
 Email \_\_\_\_\_

### Purchaser's legal practitioner or conveyancer

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Email \_\_\_\_\_ Ref \_\_\_\_\_  
 Tel \_\_\_\_\_ Fax \_\_\_\_\_ DX \_\_\_\_\_

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 8208 Folio 128	2	PS 836573N
Volume Folio		
Volume Folio		

The land is described in the parent Certificate of Title Vol:8208 Fol:128 as Lot 2 on proposed PS 836573N

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures

**Property address**

The address of the land is:

Unit 2, 13 Joan Street, Sunshine West Vic.3020

**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)*

All fixtures and fittings of permanent nature as inspected.

**Payment**

Price \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_ by \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (of which \$ \_\_\_\_\_ 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)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

 GST (if any) must be paid in addition to the price if the box is checked This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked This sale is a sale of a 'going concern' if the box is checked The margin scheme will be used to calculate GST if the box is checked**Settlement** (general conditions 17 & 26.2)

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

- the above date; and
- the 14th day 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 box is checked, in which case the property is sold subject to\*:

(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

 a lease for a term ending on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ with \_\_\_\_ options to renew, each of \_\_\_\_ years

OR

 a residential tenancy for a fixed term ending on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

OR

 a periodic tenancy determinable by notice**Terms contract** (general condition 30) This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)***Loan** (general condition 20) This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: \_\_\_\_\_

(or another lender chosen by the purchaser)

Loan amount: no more than \$ \_\_\_\_\_ 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 ("SC")

1. The Purchaser acknowledges that prior to signing any contract agreement or document relating to this sale and before paying any deposit the Purchaser received from the Vendor's agent a statement in writing in accordance with the requirements of Section 51 of the Estate Agents Act 1980 and also that he has received a copy of this Contract of Sale in compliance with Section 53 of the said Act. The Purchaser also acknowledges that he was given a Vendor's Statement prior to signing this contract as required by Section 32 of the Sale of Land Act 1982.
2. The Purchaser hereby acknowledges that the Vendor's agent has acted as agent of the Vendor and that no information, representation, or warranty in respect of the property or its suitability has been made or given to the Purchaser by the Vendor or Vendor's agent.
3. The contract is conditional upon the registration of the proposed plan of subdivision. The Purchaser aware and acknowledge that the proposed plan of subdivision has not been prepared yet. If the plan has not registered within 24 months either party may terminate this contract before plan is registered by written notice to the other and the deposit will be refunded to the Purchaser.
4. The contract is also conditional upon completion of the building and issue of an occupancy permit.
5. The Purchaser acknowledges that an Owners Corporation will be created upon registration of the said plan of subdivision.
5. It is hereby agreed between the parties hereto that there are no conditions, warranties or other items affecting the sale other than those embodied herein and the purchaser shall not be entitled to rely on any representation made by the Vendor or his Agent except as are made conditions of this Contract.
6. The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars herein before referred to. He shall not make any requisition or claim any compensation for any alleged mis description of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.
7. The land is sold subject to any restriction as to use under any order, plan, scheme, Regulation or by-law made by any authority empowered by any legislation to control the use of land. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this contract and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect of compliance or non-compliance.



8. (a) If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").

Name:	%
Name:	%
Total	100%

- (b).If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty, which may be assessed as a result of the variation.

- (c).The purchaser fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

9. The Vendor does not make any warranty as to the amount of stamp duty payable by the Purchaser on the transfer. The Vendor will provide a Land Value Statutory Declaration at the settlement in accordance with Revenue Ruling and the Purchaser is not entitled make any objection, requisition or claim in respect of stamp duty payable on the transfer.

Contract Price	\$
Construction and Land value at the day of sale	\$
Construction costs to be completed	\$

10. General Condition 4 is amended by adding the following:

- The purchaser must deliver to the Vendor's Solicitor a copy of completed and signed Nomination form;
- The purchaser must pay \$330.00 including GST to the Vendor's Solicitor being their costs for advising the vendors on Nomination.

11. If the purchaser fails to settle on the scheduled settlement date; then the purchaser will be in default. The purchaser must pay \$165.00 including GST to the Vendor's Solicitors as their rescheduling costs for each and every rescheduled settlement.

12. If the Purchaser shall be or include a company the company shall forthwith after the execution of this contract procure the execution by each of its Directors of a guarantee in the form annexes to this contract.

## Special Conditions

See Special Conditions attached

## Form of Guarantee for Directors

To: The Vendor

### 1. Guarantor's acknowledgement

The Guarantor acknowledges that:

- (a) the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request;
- (b) if the Guarantor executes this Guarantee after the Vendor, the Guarantor gives this Guarantee for valuable consideration provided by the Vendor; and
- (c) before the Guarantor executed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

### 2. Meaning of the words

The meanings of the terms used in this document are set out below:

"**Contract**" means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

"**Guarantee**" means this deed of guarantee and indemnity;

"**Guaranteed Money**" means the whole of the price, interest and other money payable under the Contract;

"**Guarantor**" means the Guarantor named in the Schedule;

"**Guarantor's Obligations**" means the obligations of the Guarantor under this Guarantee;

"**Purchaser**" means the person named as the purchaser in the Contract;

"**Purchaser's Obligations**" means the obligations of the Purchaser to:

- (a) pay the Guaranteed Money; and
- (b) comply with all the Purchaser's other obligations to the Vendor under the Contract;

"**Vendor**" means the person named as the vendor in the Contract.

### 3. Guarantee

- (a) The Guarantor guarantees to the Vendor:
  - (i) payment of the Guaranteed Money when it is due;
  - (ii) compliance with all the Purchaser's Obligations;
  - (iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default; and
  - (iv) if the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.
- (b) If the Purchaser fails to comply with any of the Guaranteed Obligations, the Guarantor:
  - (i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and
  - (ii) will pay an amount equal to the loss, damage, costs or expenses to the Vendor on demand.

### 4. Indemnity

- (a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:
  - (i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason including, but not limited to, the Purchaser lacking capacity or power to enter into the Contract, dying or becoming insolvent, or being affected by any other legal limitation, disability or incapacity;
  - (ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 4(a)(i);
  - (iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;
  - (iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or
  - (v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in clause 3.



- (b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this clause 4.
- (c) The Guarantor's Obligations under the indemnity in this clause 4 are separate and independent from the Guarantor's Obligations under the guarantee in clause 3.

#### **5. Guarantee is continuing and irrevocable**

This Guarantee is a continuing security and is irrevocable until discharged according to its terms.

#### **6. Principal obligations**

- (a) The Guarantor's Obligations are principal obligations.
- (b) The Vendor need not, before enforcing the Guarantor's Obligations:
  - (i) make a demand on the Purchaser;
  - (ii) exercise any rights the Vendor has against the Purchaser; or
  - (iii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

#### **7. Guarantor's obligations are unconditional**

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

- (a) the Vendor, whether with or without the Guarantor's consent or knowledge:
  - (i) gives the Purchaser extra time to pay any of the Guaranteed Money or to perform any of the Purchaser's Obligations;
  - (ii) grants the Purchaser any other indulgence;
  - (iii) makes a revision agreement, composition, compromise or arrangement with the Purchaser or any other person; or
  - (iv) waives an obligation of the Purchaser or another Guarantor;
- (b) the Purchaser or another Guarantor dies or becomes insolvent;
- (c) there is a variation of the Contract or any contract substituted for it;
- (d) the Purchaser nominates a substitute or additional purchaser under the Contract;
- (e) the Vendor receives a payment which the Vendor does not have a legal right to retain;
- (f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or
- (g) the Vendor releases, exchanges, renews, modifies, varies or deals in any other way with any judgment, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

#### **8. Guarantor waives rights as surety**

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may:

- (a) give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations; or
- (b) restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

#### **9. Vendor's rights against Purchaser are not affected**

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

#### **10. If Purchaser enters a composition or arrangement**

- (a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:
  - (i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;
  - (ii) the Purchaser is an individual and is bankrupt; or
  - (iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the *Corporations Act 2001*, or it is placed under any form of external management under that Act.

- (b) The Guarantor authorises the Vendor to:
  - (i) prove for all money the Purchaser owes the Guarantor; and
  - (ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received 100 cents in the dollar for the money the Purchaser owes the Vendor.

#### **11. Guarantor to pay Vendor's costs and stamp duty**

The Guarantor will pay on demand:

- (a) the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to preparing, executing, stamping and enforcing this Guarantee; and
- (b) any stamp duty payable on this Guarantee.

#### **12. Notices**

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

#### **13. Persons who sign this Guarantee are bound**

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

- (a) does not sign it;
- (b) is not or ceases to be bound by it; or
- (c) has no power to sign it.

#### **14. Assignment**

- (a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.
- (b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

#### **15. Interpreting this Guarantee**

In this Guarantee:

- (a) unless the context requires a different interpretation:
  - (i) the singular includes the plural and the plural includes the singular;
  - (ii) a promise or agreement by two or more persons binds each of them individually and all of them together;
  - (iii) reference to a person includes a body corporate;
  - (iv) reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and
- (b) headings are only for convenience and do not affect interpretation.

**Schedule**

Vendor: As Detailed Above

Purchaser: As Detailed Above

Guarantor/s: Director/s of Purchaser Company

IN WITNESS whereof the said Guarantor/s have set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_

20

**Signed Sealed and Delivered**

by \_\_\_\_\_  
in the presence of:

.....  
Signature of Director

.....  
Signature of Witness

.....  
Name of witness (print)

**Signed Sealed and Delivered**

by \_\_\_\_\_  
in the presence of:

.....  
Signature of Director

.....  
Signature of Witness

.....  
Name of witness (print)

**Signed Sealed and Delivered**

by \_\_\_\_\_  
in the presence of:

.....  
Signature of Director

.....  
Signature of Witness

.....  
Name of witness (print)



# 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 no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, 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 in 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 the holder of an unencumbered estate in free 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.
- 13.8 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. 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 lodgement 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 lodgement 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 lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement 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 lodgement.
- 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 lodgement 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 lodgement 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:
- the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - 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
  - 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
  - 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:
- 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
  - 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':
- the parties agree that this contract is for the supply of a going concern; and
  - the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - 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:
- 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - '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:
- immediately applied for the loan; and
  - did everything reasonably required to obtain approval of the loan; and
  - 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
  - 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:
- 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;
  - gives the vendor a copy of the report and a written notice ending this contract; and
  - 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:
- 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 lodgement 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:
- 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
  - 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:
- 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;
  - 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
  - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
  - 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:
- settlement is conducted through an electronic lodgement network; and
  - 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:
- so agreed by the vendor in writing; and
  - the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - 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:
- decide if an amount is required to be paid or the quantum of it, or
  - 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:
- 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
  - 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:
- 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
  - 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:
- personally, or
  - by pre-paid post, or
  - 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
  - by email.
- 27.4 Any document properly sent by:
- express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - 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*:
- 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
  - 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:
- 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;
  - 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;
  - 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;
  - the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - 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;
  - 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;
  - the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - 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 Unit 2, 13 Joan Street, Sunshine

### 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.



# Due diligence checklist

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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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



## Rural properties

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

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

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

### ***Can you build new dwellings?***

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

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

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

## Soil and groundwater contamination

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

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

## Land boundaries

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

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





## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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



## Utilities and essential services

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

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

## Buyers' rights

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

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

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

# Vendor Statement

## section 32 statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

**Land** The land is contained in the certificate of title (part) Volume 8208 Folio 128 partly and  
described as Lot 2 on proposed PS 836573N.

**Property Address** Unit 2, 13 Joan Street, Sunshine West Vic.3020

**Vendor's name** Eden Grange Developments Pty Ltd

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Purchaser's name** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Important information

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**1. FINANCIAL MATTERS**

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

(a) \*Their total does not exceed: \$5,000.00

OR

(b) \*Are contained in the attached certificate/s.

OR

(c) \*Their amounts are:

Authority	Amount	Interest (if any)
(1) _____	(1) \$ _____	(1) \$ _____
(2) _____	(2) \$ _____	(2) \$ _____
(3) _____	(3) \$ _____	(3) \$ _____
(4) _____	(4) \$ _____	(4) \$ _____

(d) \*There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge<sup>1</sup>, which are not included above; other than any amounts described in this rectangular box.

\$

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

\$Nil \_\_\_\_\_ To \_\_\_\_\_

Other particulars (including dates and times of payments):

None to the Vendors knowledge

**1.3 Terms Contract**

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

\*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

**1.4 Sale Subject to Mortgage**

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

\*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

<sup>1</sup> Other than any GST payable in accordance with the contract.

**2. INSURANCE**

**2.1 Damage and Destruction**

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

(a) \*Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) \*Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: \_\_\_\_\_

Type of policy: \_\_\_\_\_ Policy no: \_\_\_\_\_

Expiry date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Amount insured: \_\_\_\_\_

**2.2 Owner-Builder**

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

(a) \*Attached is a copy or extract of any policy of insurance required under the *Building Act* 1993.  
OR

(b) \*Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company: \_\_\_\_\_

Policy no: \_\_\_\_\_ Expiry date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

*Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.*

**3. LAND USE**

**3.1 Easements, Covenants or Other Similar Restrictions**

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

(a)  \*Is in the attached copies of title document/s.

OR

\*Is as follows:

\_\_\_\_\_  
\_\_\_\_\_

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

Not to the Vendors knowledge  
\_\_\_\_\_  
\_\_\_\_\_

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

\*The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an "X"

**3.4 Planning Scheme**

\*Attached is a certificate with the required specified information.

OR

\*The required specified information is as follows:

(a) Name of planning scheme \_\_\_\_\_

(b) Name of responsible authority \_\_\_\_\_

(c) Zoning of the land \_\_\_\_\_

(d) Name of planning overlay \_\_\_\_\_



**4. NOTICES**

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

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

\*Are contained in the attached certificates and/or statements.

OR

\*Are as follows:

None to the vendors knowledge

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**4.2 Agricultural Chemicals**

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

Nil

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**4.3 Compulsory Acquisition**

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

Nil

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**5. BUILDING PERMITS**

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

\*Are contained in the attached certificate.

OR

\*Are as follows:

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**6. OWNERS CORPORATION**

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

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

OR

6.2 \*Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 \*The owners corporation is an inactive owners corporation.<sup>2</sup>

<sup>2</sup> An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

## 7. \*GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

### 7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) \*The land is NOT to be transferred under the agreement unless the square box is marked with an “X”
- (b) \*The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an “X”
- (c) \*The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an “X”

### 7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an “X” indicate that such a certificate or notice that is attached:

- (a) \*Any certificate of release from liability to pay a GAIC
- (b) \*Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) \*Any certificate of exemption from liability to pay a GAIC
- (d) \*Any certificate of staged payment approval
- (e) \*Any certificate of no GAIC liability
- (f) \*Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) \*A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub -sections 7.2 (a) to (f) above

## 8. SERVICES

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

- Electricity supply    Gas supply    Water supply    Sewerage    Telephone services

## 9. TITLE

Attached are copies of the following documents:

### 9.1 \*(a) Registered Title

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

OR

### \*(b) General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor’s title to the land.

- \*9.2 Evidence of the vendor’s right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

- (a) \*Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.  
OR
- (b) \*Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.



10.2 **Staged Subdivision**

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

- (a) \*Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

10.3 **Further Plan of Subdivision**

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

- (a) \*Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).  
OR
- (b) \*Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

**11. \*DISCLOSURE OF ENERGY INFORMATION**

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):
  - \*Are contained in the attached building energy efficiency certificate.
  - OR
  - \*Are as follows:

\_\_\_\_\_

**12. DUE DILIGENCE CHECKLIST**

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be automatically attached if ticked)

**13. ATTACHMENTS**

*(Any certificates, documents and other attachments may be annexed, and additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

Certificate of Title, Proposed Plan of Subdivision and certificates are attached.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Register Search Statement - Volume 8208 Folio 128

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

VOLUME 08208 FOLIO 128

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LAND DESCRIPTION

Lot 688 on Plan of Subdivision 011042.  
PARENT TITLE Volume 05499 Folio 643  
Created by instrument A549172 17/06/1958

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
EDEN GRANGE DEVELOPMENTS PTY LTD of 44 BASALT AVENUE KEILOR EAST VIC 3033  
AN468416V 18/01/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR951704M 22/02/2019  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT 1382727

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

DIAGRAM LOCATION

SEE LP011042 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 13 JOAN STREET SUNSHINE WEST VIC 3020

ADMINISTRATIVE NOTICES



NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA  
Effective from 22/02/2019



DOCUMENT END

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<b>PLAN OF SUBDIVISION</b>		EDITION 1	<b>PS 836573N</b>	
<b>LOCATION OF LAND</b> PARISH: DERRIMUT TOWNSHIP: - SECTION: 10 CROWN ALLOTMENT: - CROWN PORTION: 7 (PART) TITLE REFERENCE: VOL. 8208 FOL. 128 LAST PLAN REFERENCE: LP11042 (LOT 688)  POSTAL ADDRESS: 13 JOAN STREET (at time of subdivision) SUNSHINE WEST 3020  MGA2020 CO-ORDINATES: E: 306 686      ZONE: 55 (of approx centre of land in plan)      N: 5 815 206		COUNCIL NAME: BRIMBANK CITY COUNCIL  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p style="text-align: center; margin: 0;">THIS IS A PRELIMINARY PLAN. IT HAS NOT BEEN APPROVED BY COUNCIL OR THE LAND TITLES OFFICE. THIS PLAN IS SUBJECT TO ALTERATION. EASEMENTS AND ROAD NAMES HAVE EITHER NOT BEEN SHOWN OR ARE NOT YET FINAL.</p> </div>		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LAND IN LOTS 1 TO 3  LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.  <b>FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND, IF APPLICABLE, OWNERS CORPORATION RULES.</b>  BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES  <div style="text-align: center;">              DEPICTS STRUCTURE (NON-BOUNDARY)         </div>		
NIL	NIL			
<b>NOTATIONS</b>		DEPTH LIMITATION: DOES NOT APPLY  <b>SURVEY:</b> This plan is based on survey.  <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. P121/2020  This survey has been connected to permanent marks No(s).  In Proclaimed Survey Area No.		
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE AND SEWERAGE	1.83	LP 11042	LOTS IN LP 11042
E-1	DRAINAGE	1.83	THIS PLAN	BRIMBANK CITY COUNCIL
E-1	SEWERAGE	1.83	THIS PLAN	CITY WEST WATER
E-2	SEWERAGE	0.17	THIS PLAN	CITY WEST WATER
 <b>MOONLAND GROUP</b>		SURVEYORS FILE REF: M2090		ORIGINAL SHEET SIZE: A3
<small>ABN 97 994 395 782      Level 1, 1 Carters Avenue      T 9824 0354          info@moonland.com.au      Toorak, VIC, 3142      M 0401 005 621</small>		ROBERT MCCAULEY      VERSION 03		SHEET 1 OF 2





# OWNERS CORPORATION SCHEDULE

PS836573N

Owners Corporation No. 1 Plan No. PS836573N

Land affected by Owners Corporation Lots: ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.: 1

Limitations of Owners Corporation: UNLIMITED

Notations

Totals		
	Entitlement	Liability
This schedule	125	125
Previous stages	0	0
Overall Total	125	125

### Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	25	25									
2	50	50									
3	50	50									

SURVEYORS FILE REFERENCE: M2090

SHEET 1 of 1

ORIGINAL SHEET  
SIZE A3

ROBERT MCCAULEY VERSION 3



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# PLAN OF SUBDIVISION OF PARTS OF 68 CROWN PORTIONS 2, 3, 4, 5, 7 & 9 SEC. 10 PART OF CROWN PORTION A PARISH OF DERRIMUT

COUNTY OF BURKE

—Vol 5018 Fol 1003413—

**Measurements are in Feet & Inches**  
**Conversion Factor**  
**FEET X 0.3048 = METRES**

## COLOUR CODE

BL=BLUE G=GREEN  
BR,R1,R2,R3 & R4 = BROWN  
Y=YELLOW P=PURPLE  
H=HATCH R=RED  
CH=CROSS HATCH

## APPROPRIATIONS

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

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR ROADS

# LP 11042

## EDITION 2

PLAN MAY BE LODGED 21-9-25

20 SHEETS  
SHEET 1.

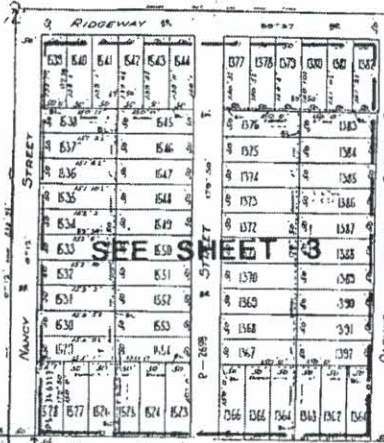
THE RESERVE COLOURED GREEN ON LODGED PLAN No. 11042 IS VESTED IN THE COUNCIL OF THE CITY OF SUNSHINE PURSUANT TO SECTION 569BA OF THE LOCAL GOVERNMENT ACT 1958.  
GOVERNMENT GAZETTE DATED 19/7/1972 L.G.D. 910

STREET NAME AMENDED  
FROM DINNELL STREET  
TO MENTHA STREET  
VIDE 69/5831

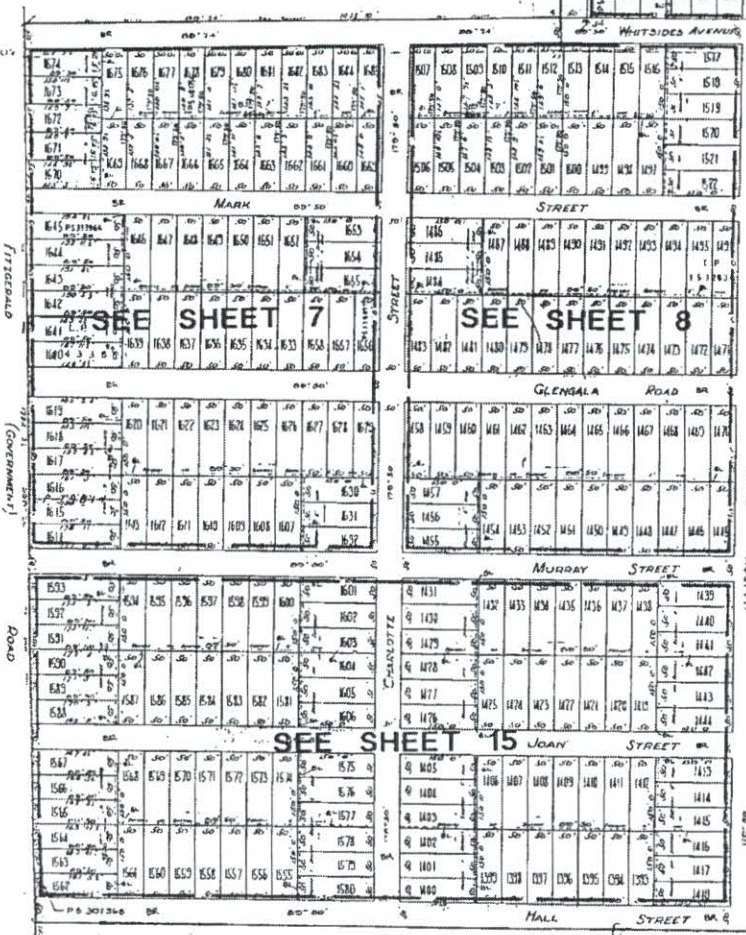
STREET NAME AMENDED  
FROM SCOTT STREET  
TO DINNELL STREET  
VIDE 53/22752

STREET NAME AMENDED  
FROM ALEXANDER STREET  
TO ALLISON STREET  
VIDE 76/21158

STREET NAME AMENDED  
FROM LAWRENCE STREET  
TO CHANDLER STREET  
VIDE 53/22752



SEE SHEET 2



SEE SHEET 2





LP 11042

20 SHEETS  
SHEET 2.



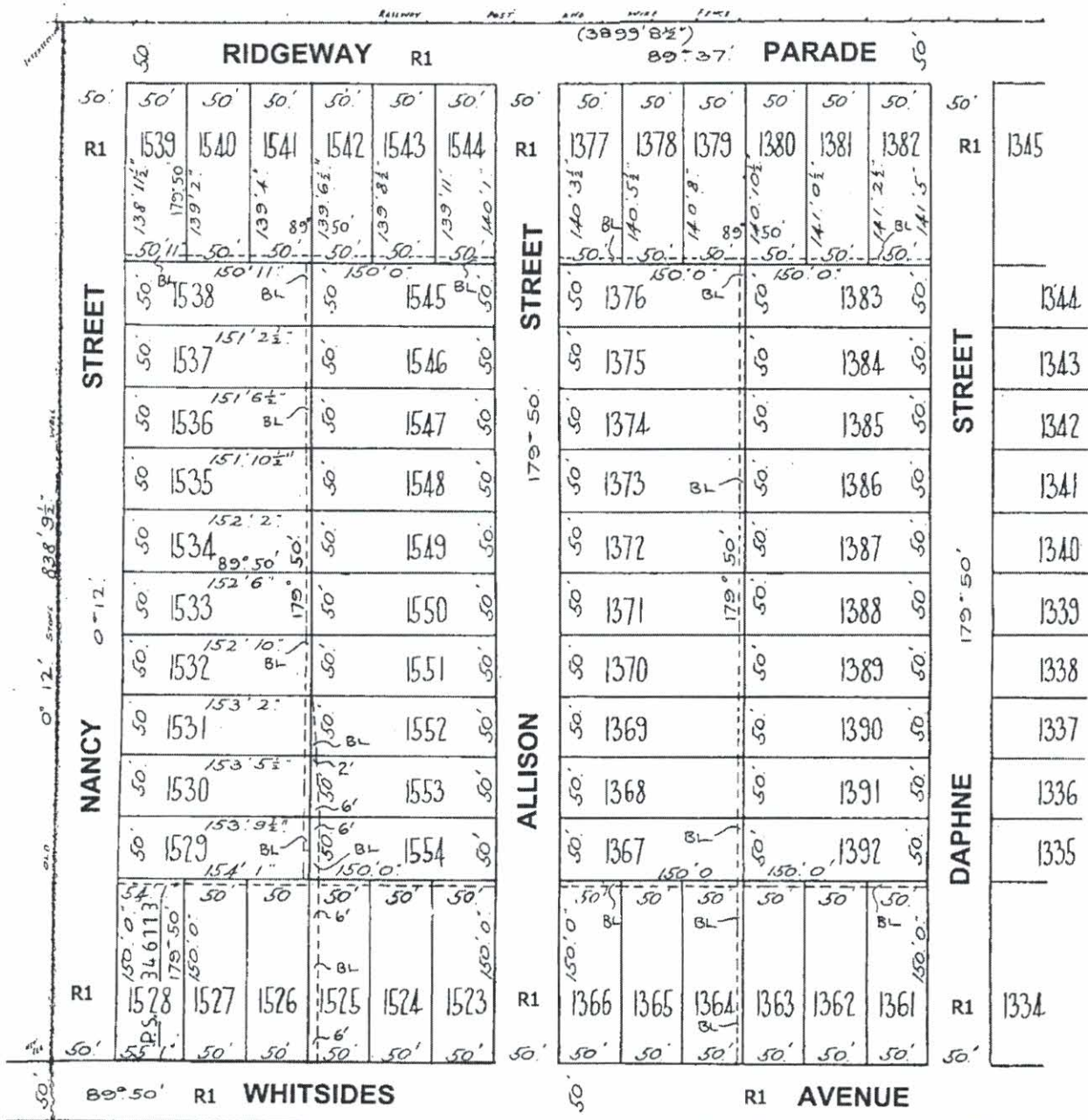
SEE SHEET 1

SEE SHEET 1



LP 11042

20 SHEETS  
SHEET 3



SEE SHEET 4

1512 1513 1514 1515 1516 1517  
SEE SHEET 8

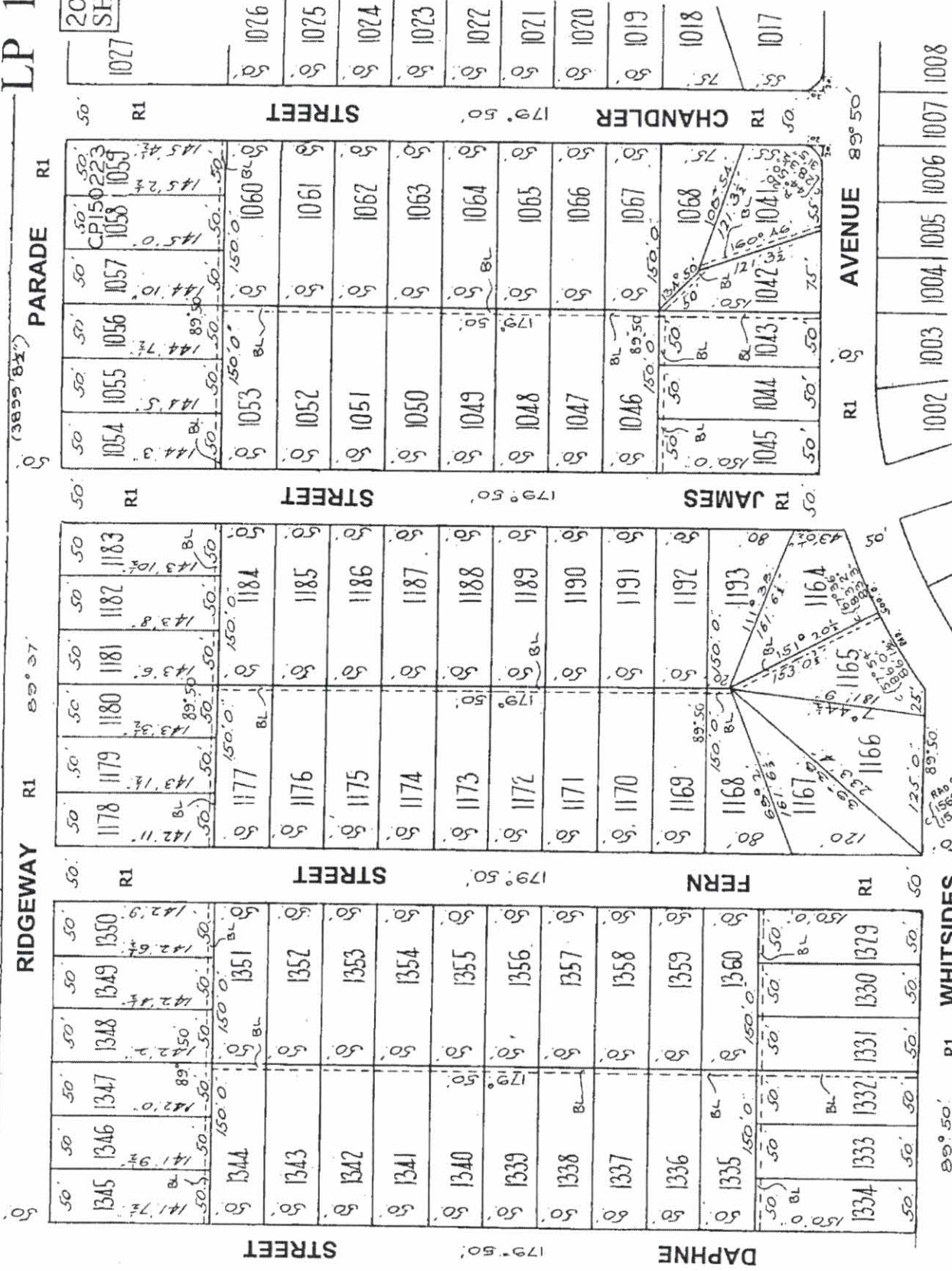
1314 1315 1316 1317 1318 1319  
SEE SHEET 9

LP 11042

20 SHEETS  
SHEET 4

SEE SHEET 5

SEE SHEET 3



SEE SHEET 11

SEE SHEET 10

SEE SHEET 9









LP 11042

20 SHEETS  
SHEET 6



SEE SHEET 5

RIDGEWAY		MENTHA					DALEY					LINKS					PARADE																																																																																																																																																																																																																																																																																																																																																																																							
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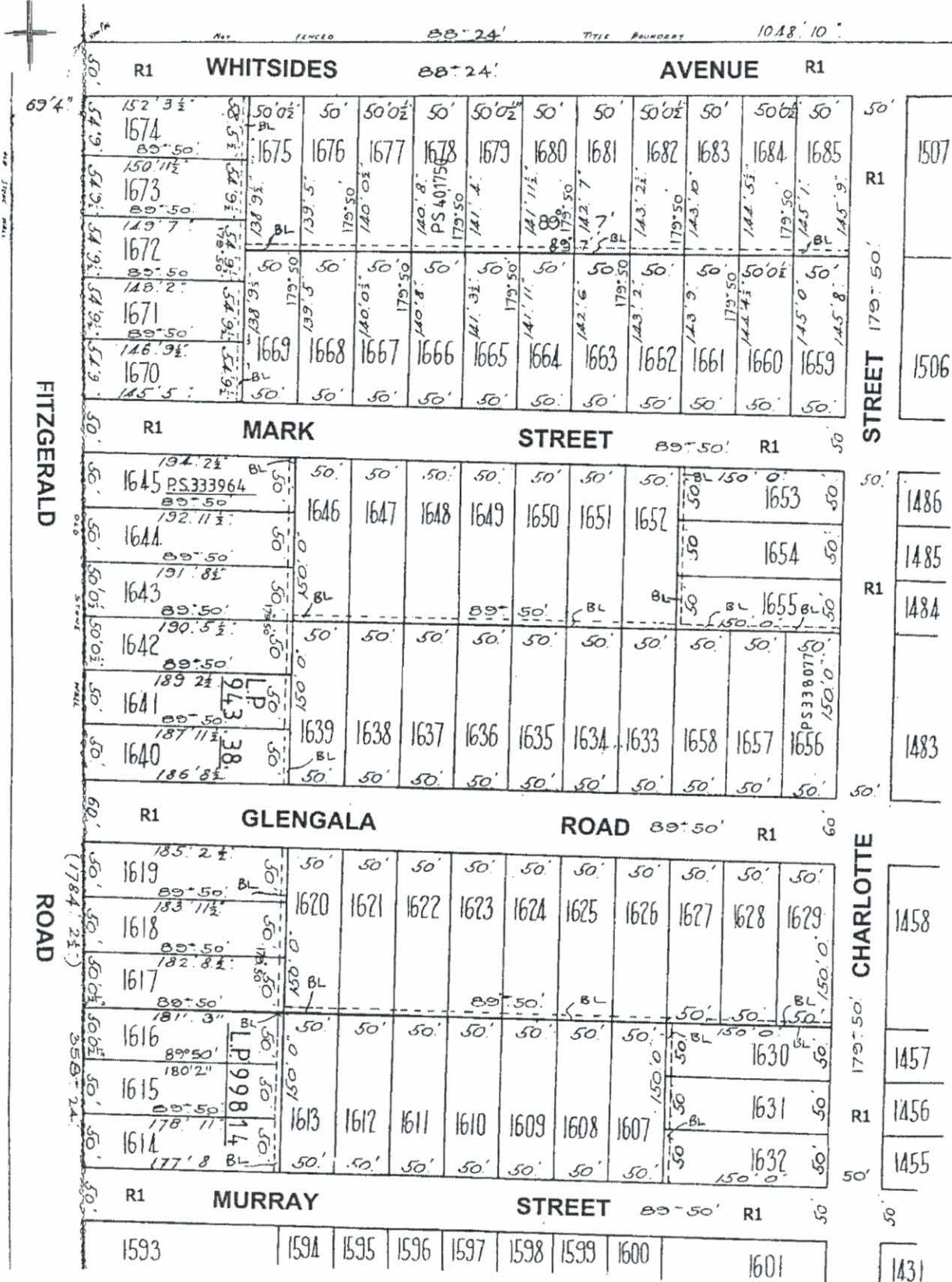
WHITSIDES		AVENUE																																																																																																																																																																																																												
STREET		STREET																																																																																																																																																																																																												
R1		R1																																																																																																																																																																																																												
794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000

SEE SHEET 13

SEE SHEET 14

# LP 11042

20 SHEETS  
SHEET 7



SEE SHEET 8

SEE SHEET 15



LP 11042

SEE SHEET 3

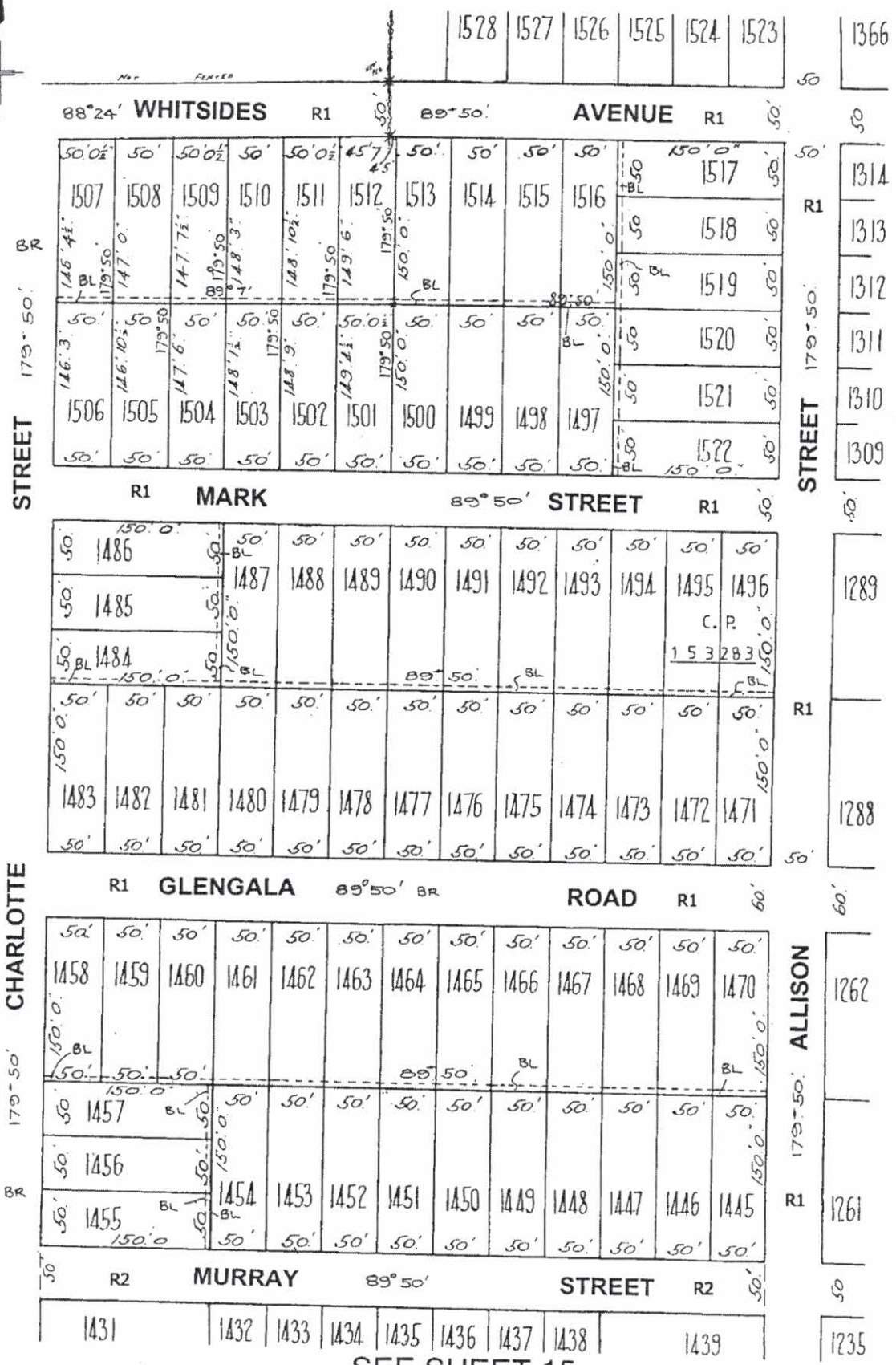
20 SHEETS  
SHEET 8.



SEE SHEET 7

SEE SHEET 9

SEE SHEET 16

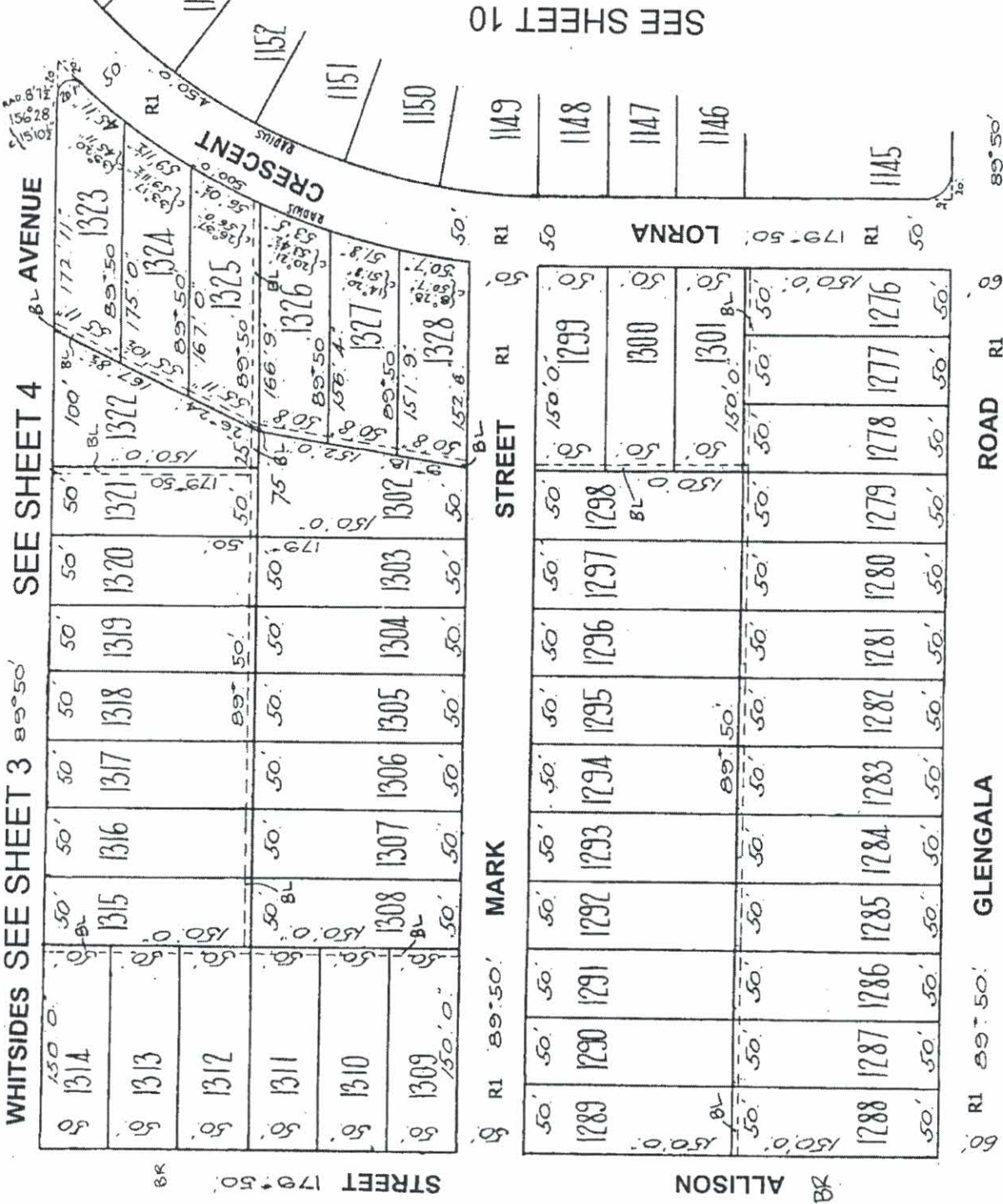


SEE SHEET 15



LP 11042

20 SHEETS  
SHEET 9



SEE SHEET 4

SEE SHEET 3

SEE SHEET 10

STREET 179° 50'

ALLISON STREET 179° 50'

SEE SHEET 8

STREET

MARK

RI 89° 50'

BL

GLENGALA

RI 89° 50'

BL

ROAD

RI 89° 50'

BL

RI 89° 50'

BL

1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275
------	------	------	------	------	------	------	------	------	------	------	------	------	------

SEE SHEET 16

1129





LP 11042

20 SHEETS  
SHEET 11.

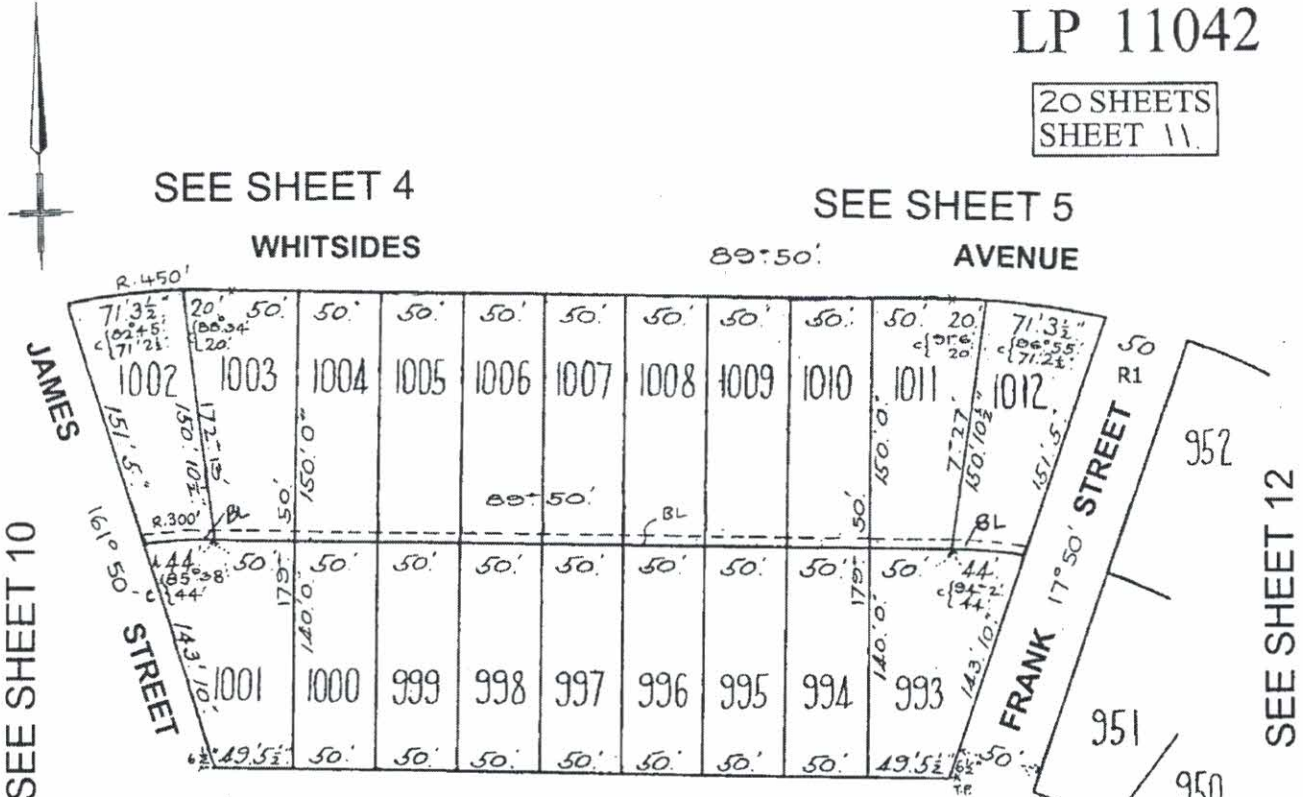
SEE SHEET 4

SEE SHEET 5

WHITSIDES

89°50'

AVENUE



SEE SHEET 10

SEE SHEET 12

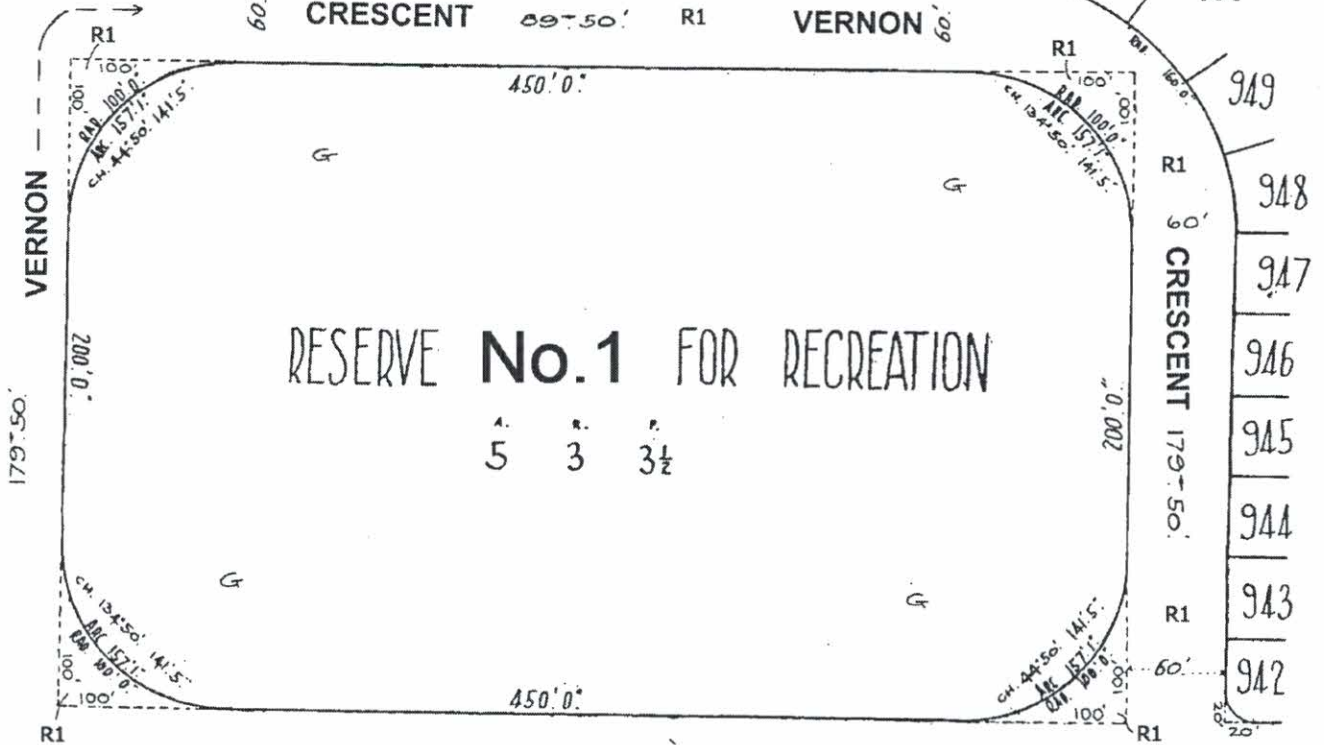
CRESCENT

89°50'

R1

VERNON

60'



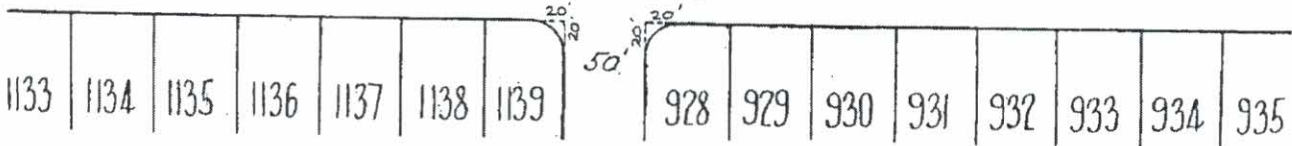
RESERVE No.1 FOR RECREATION

5 3 3 1/2

89°50' GLENGALA

R1

ROAD



SEE SHEET 17

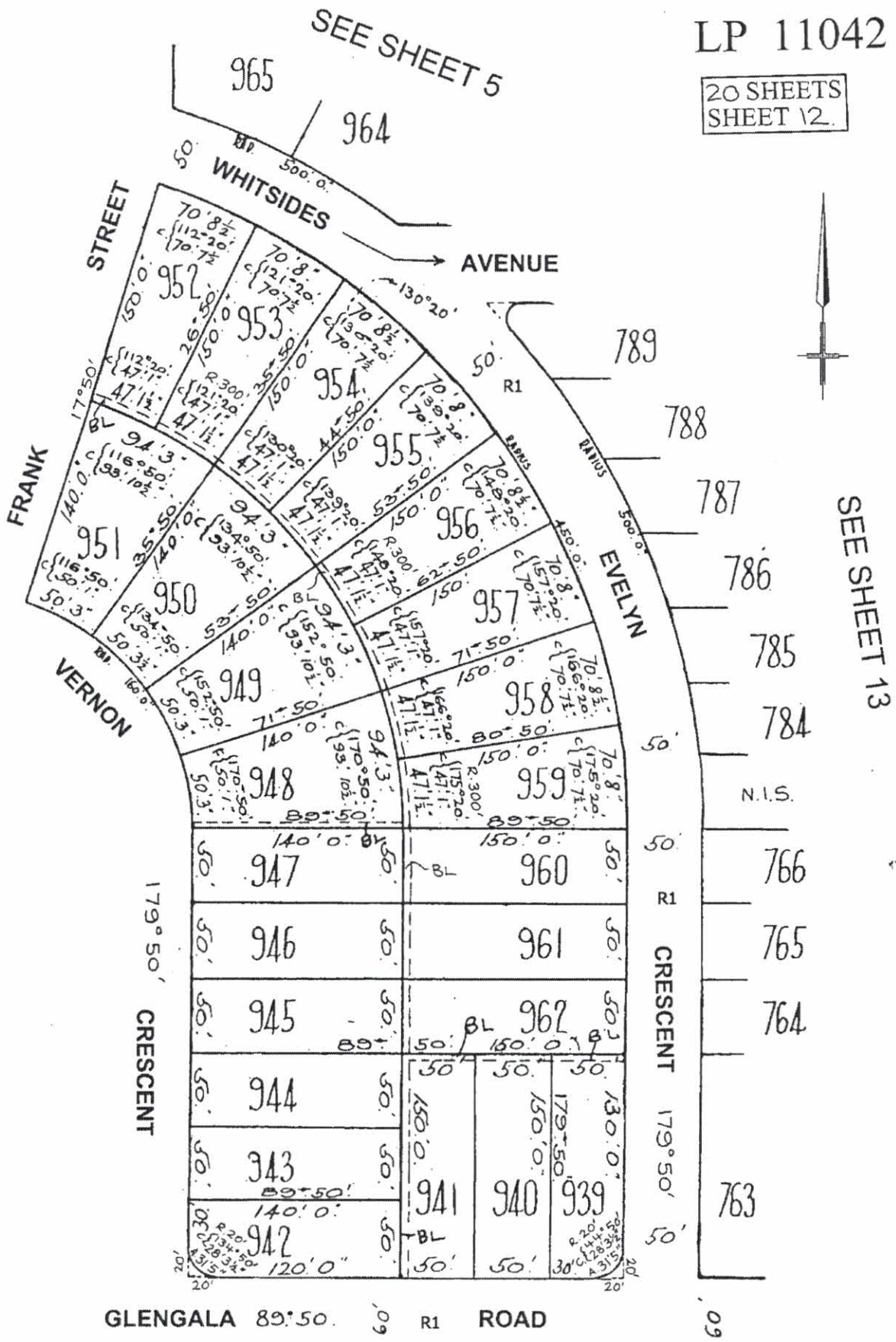
SEE SHEET 18



LP 11042

20 SHEETS  
SHEET 12.

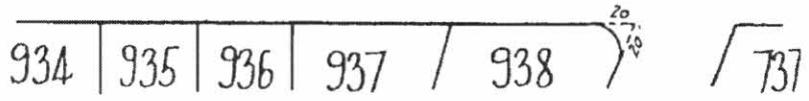
SEE SHEET 5



SEE SHEET 11

SEE SHEET 13

GLENGALA 89° 50' 09" R1 ROAD 09



SEE SHEET 18

SEE SHEET 5  
WHITSIDES  
SEE SHEET 6  
AVENUE  
LP 11042

89°50'

SEE SHEET 5  
WHITSIDES

89°50'

SEE SHEET 6  
AVENUE

89°50'

20 SHEETS  
SHEET 13

SEE SHEET 14

597  
596  
595  
594  
593  
592

N.I.S.

567  
566

L.P. 84436

N.I.S.

RI 60

RI 60

RI 60

RI 60

RI 60

RI 60

RI 60

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RI 60

RI 60

RI 60

543

750

749

748

747

746

745

744

743

742

741

740

739

738

737

SEE SHEET 19

ROAD

GLENGALA

EVELYN

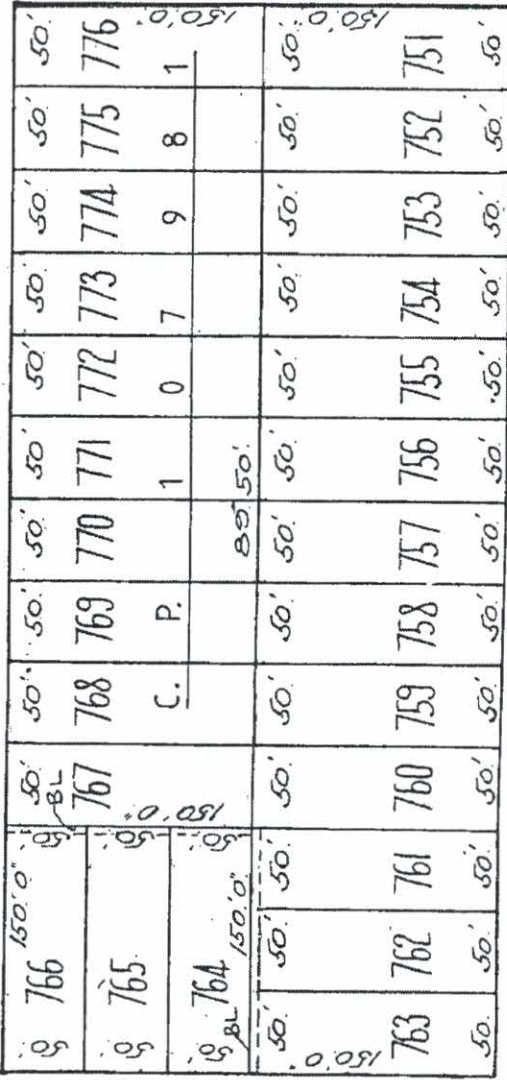
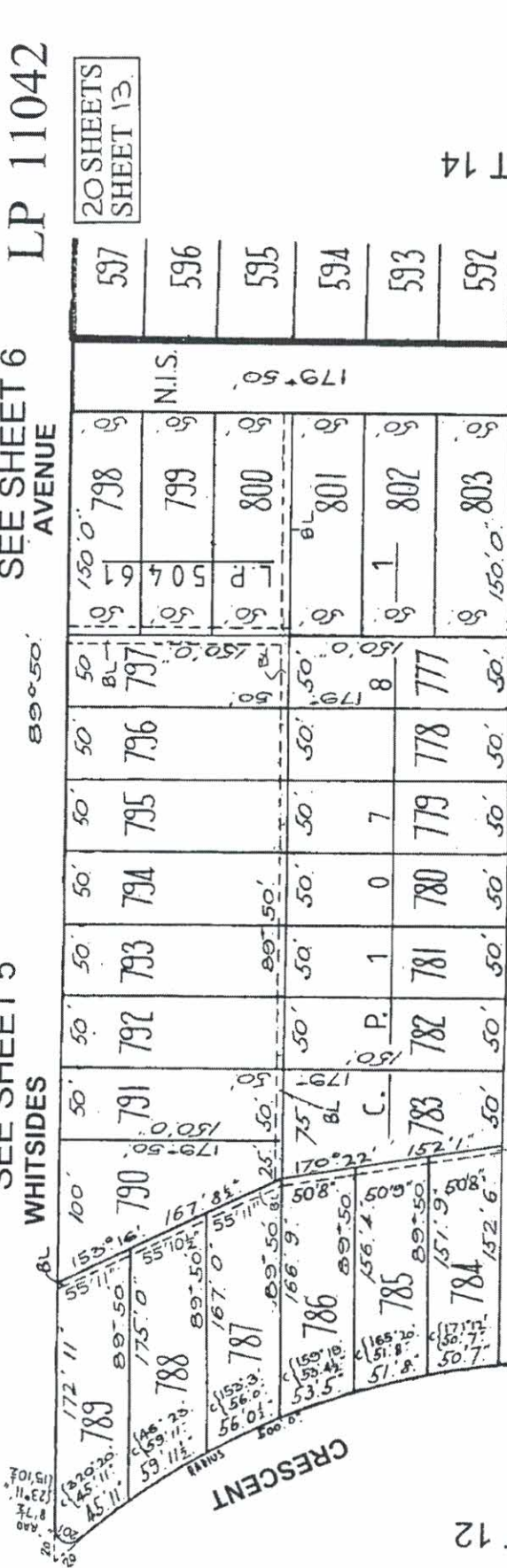
CRESCENT

N.I.S. L.P. 84436

N.I.S.

N.I.S.

SEE SHEET 12



179°50'

150'0"

150'0"

150'0"

150'0"

150'0"

150'0"

150'0"

150'0"

150'0"



LP 11042

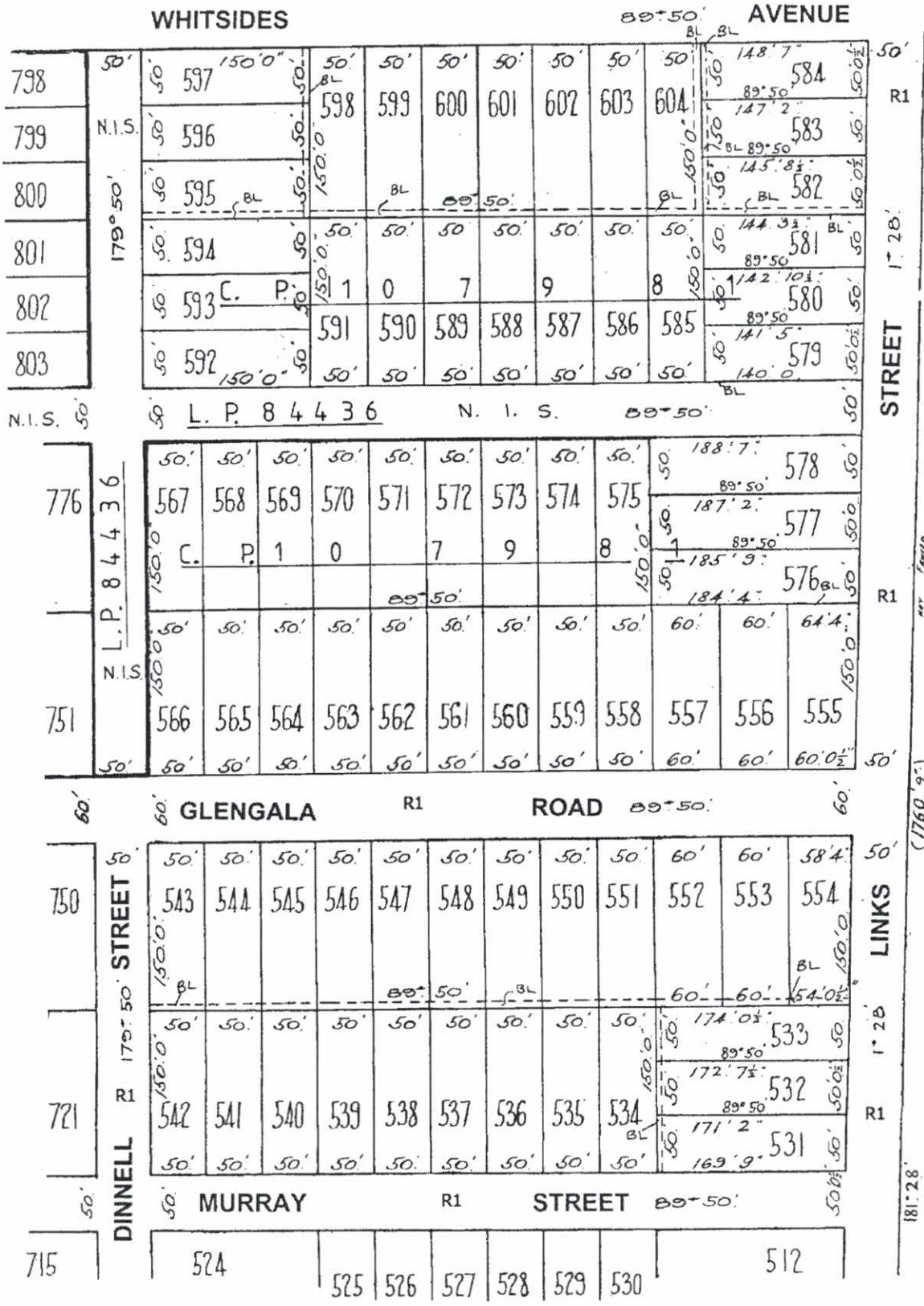
20 SHEETS  
SHEET 14.

SEE SHEET 6



SEE SHEET 13

SEE SHEET 19



SEE SHEET 20





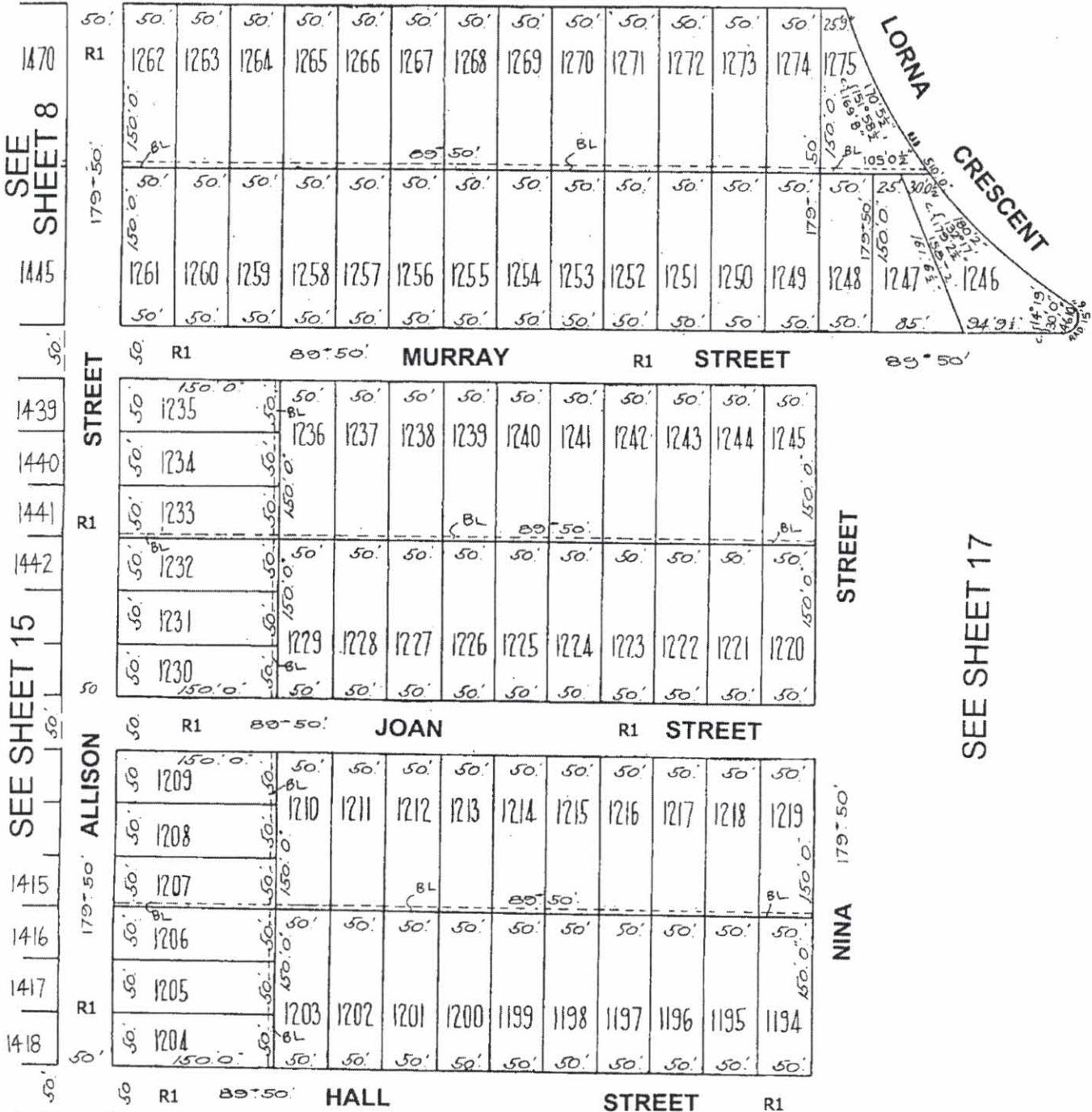
LP 11042

20 SHEETS  
SHEET 16.

SEE SHEET 9



89° 50' GLENGALA ROAD

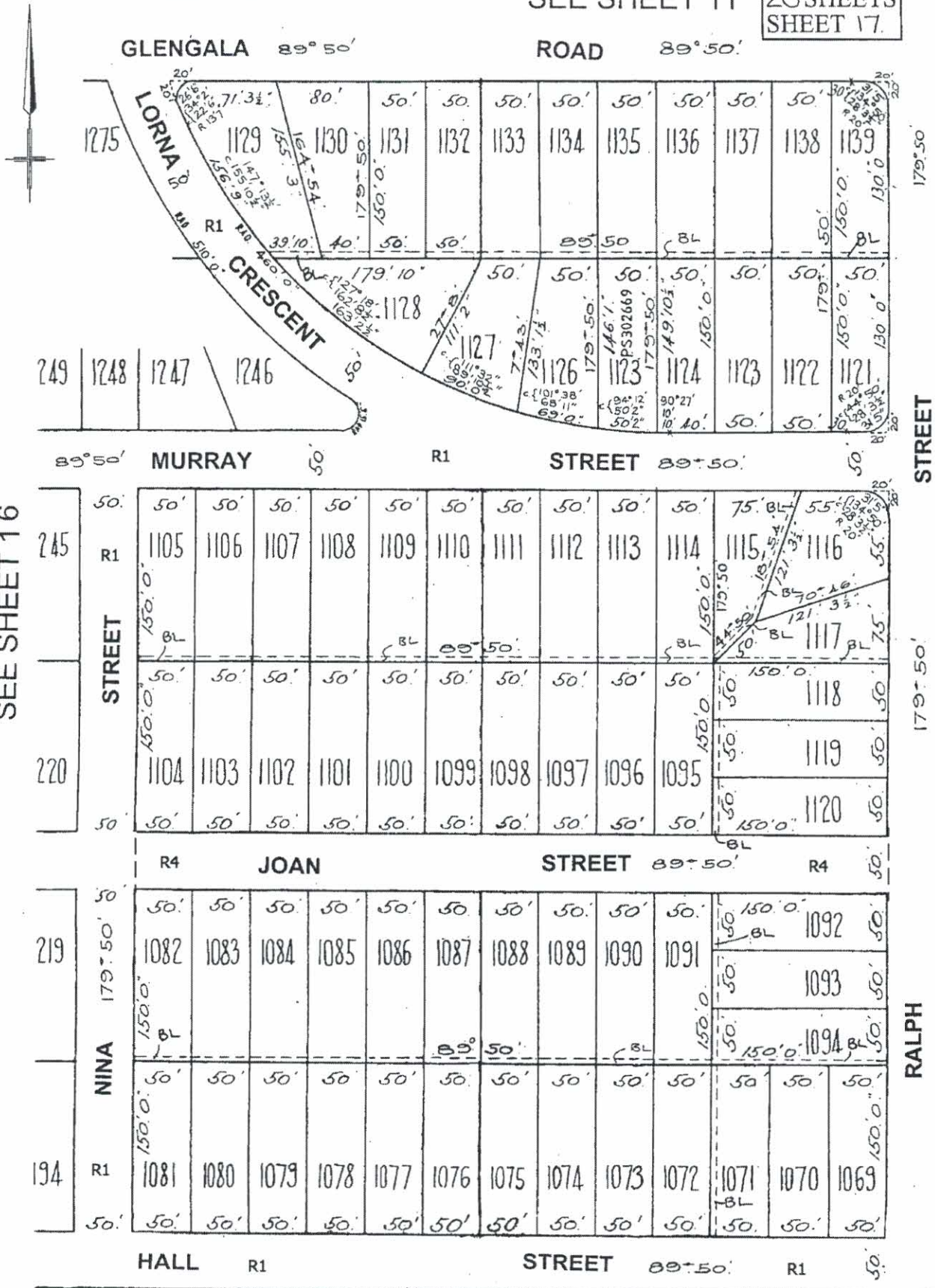


# LP 11042

SEE SHEET 10

SEE SHEET 11

20 SHEETS  
SHEET 17



SEE SHEET 16

SEE SHEET 18

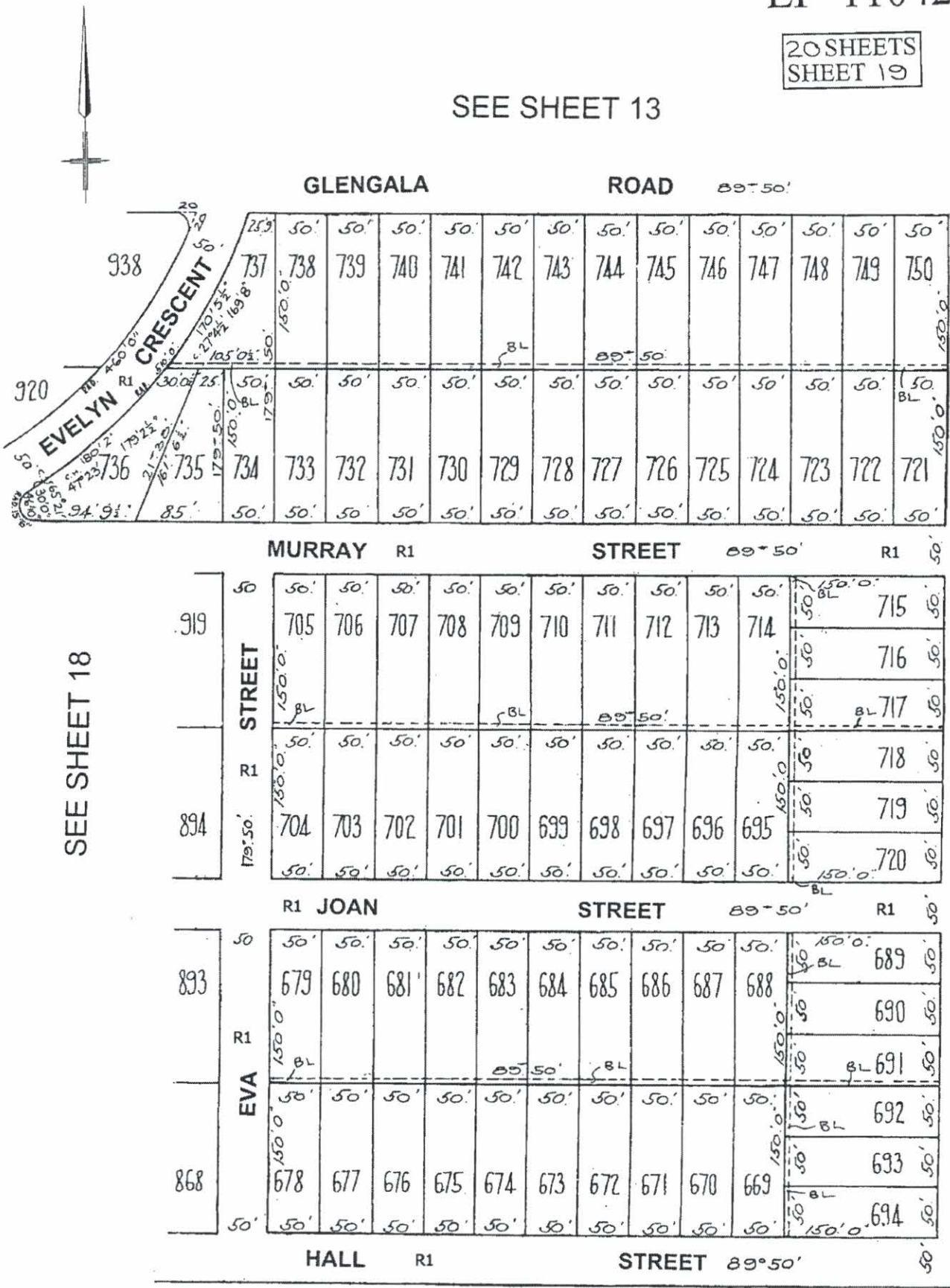




LP 11042

20 SHEETS  
SHEET 19

SEE SHEET 13



SEE SHEET 14

STREET

179° 50'

SEE SHEET 20

DINNELL

179° 50'

SEE SHEET 18









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*The Registrar  
Melbourne  
Please register this transfer  
Crown of Victoria  
Page 210 Book 211*

NEWMAN FOX AND WINGROVE

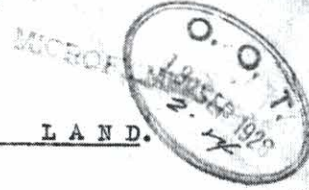
1382727

*C. K. Proudfoot*

VICTORIA.

*29500 35*

*214  
111  
Mrs H C's Land  
15/10/28*



TRANSFER OF LAND.



~~HE~~ SCOTT PROPRIETARY LIMITED of 440 Little Collins -  
Street Melbourne being registered as the proprietor of an --  
estate in fee simple in the land hereinafter described ----  
subject to the encumbrances notified hereunder IN -----  
THREE THOUSAND SEVEN HUNDRED AND  
CONSIDERATION of the sum of ~~FOUR THOUSAND TWO HUNDRED AND~~ --  
EIGHT POUNDS  
~~FOUR THOUSAND POUNDS~~ paid to it by KENNETH GIBBONS HOOPER of --  
"Whitehall" Whitehorse Road Surrey Hills Gentleman DOTH ----  
HEREBY TRANSFER to the said Kenneth Gibbons Hooper all its  
estate and interest in ALL THAT piece of land being [Lots 335  
336, 338 to 349 (both inclusive) 351 to 363 (both inclusive)]  
435, 439 to 450 (both inclusive) all on Plan of Subdivision  
lodged in the Office of Titles and numbered 11670 And also -  
ALL THOSE pieces of land being [Lots 483 to 486 (both ----  
inclusive) 489 to 494 (both inclusive) 497, 499, 500, 502 --  
503, 504, 508 to 512 (both inclusive) 519, 520, 521, 526 ---  
528, 531 to 543 (both inclusive) 550, 553, 554, 570 to 678 -  
(both inclusive) 680 to 694 (both inclusive) 696, 697, 699 -  
to 706 (both inclusive) 713, 714, 718, 722 to 725 (both ----  
inclusive) 729, 730, 731, 732, 733, 742, 745, 746, 748, 789-  
and 919 all on Plan of Subdivision Number 11042 lodged in --  
the Office of Titles, Together with all registered appurtenant  
and reserved easements And the said Kenneth Gibbons Hooper so  
as to bind himself his heirs executors administrators and ---  
transferees only while they shall actually be or remain ----  
registered proprietor or proprietors for the time being of --  
the land hereby untransferred and as to bind the said land --  
into whosoever hands the same may come and to the intent --  
that this covenant shall run with the said land and be -----  
binding on the registered proprietor or proprietors for the -  
time being DOTH HEREBY COVENANT with the said H. Scott -----

*See Title  
for photos.  
16/10/28*

*Handwritten notes and signatures on the right margin.*

IMAGED



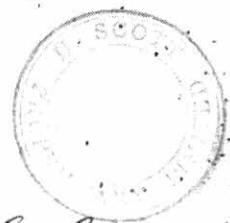
*Transfer No 9-10-18*

Proprietary Limited its successors and assigns registered -- proprietor for the time being of the land remaining ----- untransferred in Certificates of Title Volume 5018 Folio --- 1003414 and Volume 5018 Folio 1003413 respectively that he - the said Kenneth Gibbons Hooper his executors administrators or transferees will not at any time hereafter (a) excavate - carry away or remove or permit to be excavated carried away- or removed any earth clay stone gravel or sand from the land hereby transferred except for the purpose of excavating for- the foundation of any building to be erected on the said --- land nor (b) use nor permit nor suffer the said land or any- part thereof to be used for the manufacture or winning of -- bricks tiles or potteryware] And the said Kenneth Gibbons --- Hooper hereby requests and agrees that the above covenants - shall appear as an encumbrance on the Certificate of Title- to be issued in respect of this Transfer and on any ----- subsequent Certificate of Title to be issued in respect of - the said land or any part thereof.

DATED this *11<sup>th</sup>* day of *September* one thousand nine hundred and twenty-*eight*.

THE COMMON SEAL of H. SCOTT PROPRIETARY LIMITED was hereunto affixed in the ---- presence of

*J. Dunbar* Director  
*W. H. Foster* Director



SIGNED by the said KENNETH GIBBONS ---- } HOOPER in Victoria in the presence of

*H. G. Hooper*  
*W. H. Newman* Solicitor  
*Wingrove*  
*Melbourne*

ENCUMBRANCES REFERRED TO.

~~Any easements implied under Act Number 3168.~~

*24/10/18*  
*17/10/18*



5 of 7 to issue

1<sup>st</sup> of 7 (5018 Part)  
412 Part  
Notice to be given  
by Part of the Portion of Sec 10  
Part of Decree  
County of Bamba  
Sum of the cost herein

2<sup>nd</sup> of 7 (5018 Part)  
412 Part  
Notice to be given  
by Part of the Portion of Sec 10  
Part of Decree  
County of Bamba  
Sum of the cost herein

3<sup>rd</sup> of 7  
Red Blue (5018 Part)  
413 Part  
Notice to be given  
by Part of the Portion of Sec 10  
Part of Decree  
County of Bamba  
Sum of the cost herein  
As to this any cost implied

4<sup>th</sup> of 7  
Red Blue (5018 Part)  
413 Part  
Notice to be given  
by Part of the Portion of Sec 10  
Part of Decree  
County of Bamba  
Sum of the cost herein  
As to this any cost implied

5<sup>th</sup> of 7  
Red Blue (5018 Part)  
413 Part  
Notice to be given  
by Part of the Portion of Sec 10  
Part of Decree  
County of Bamba  
Sum of the cost herein  
As to this any cost implied

Dras schwa  
1<sup>st</sup> of 7 5/-  
2<sup>nd</sup> " 2/6  
3<sup>rd</sup> of 7 22/- 20/-  
4<sup>th</sup> " 22/- 20/-  
5<sup>th</sup> " 11/-  
Total 52. 14 7/6  
7/11/28

Under an act  
No. 894 of 1919  
L.P. 110729A  
being No. 894  
919 on L.P. 1104

Sk. D.H.  
30.10.28

16.10



NEWLAN FOX AND WINGROVE,  
Solicitors,  
422 Little Collins Street,  
MELBOURNE.

TRANSFER OF LAND.

K. G. HOOPER ESQ.

H. SCOTT PTY. LTD.

- to -

DATED

1928

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN
Transfer as to part	THE 13 <sup>th</sup> DAY OF September 1928.	Kenneth Gibbons Hooper 1382727

*M. J. Peterson*  
ASSISTANT REGISTRAR OF TITLES

I Certify THAT A MEMORIAL OF THE WITHIN INSTRUMENTS WAS ENTERED AT THE TIME LAST ABOVE MENTIONED IN THE REGISTER BOOK VOL 5018 FOR 1003413-4

*M. J. Peterson*  
ASSISTANT REGISTRAR OF TITLES





CERTIFICATE No: 51934347 DATE: 04/07/2018

# PLANNING CERTIFICATE

**Client:** PT & Associates  
PO Box 5200  
  
Cairnlea 3023

**Matter Ref:** PT:2521  
**Vendor:** EDEN GRANGE  
DEVELOPMENTS P/ L  
**Purchaser:**

**Subject Property:** 13 JOAN STREET SUNSHINE WEST VIC 3020

**Title Particulars:** Vol 8208 Fol 128

**Municipality:** BRIMBANK

**Planning Scheme:** BRIMBANK PLANNING SCHEME

**Responsible Authority for administering and enforcing the Scheme:** BRIMBANK CITY COUNCIL

**Zone:** GENERAL RESIDENTIAL ZONE - SCHEDULE 1

**Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening:** Not Applicable

**Design and Development Overlay:** Not Applicable

**Development Contributions Plan Overlay:** DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

**Development Plan Overlay:** Not Applicable

**Environmental Audit Overlay:** Not Applicable

**Environmental Significance Overlay:** Not Applicable

**Heritage Overlay:** Not Applicable

**Public Acquisition Overlay:** Not Applicable

**Significant Landscape Overlay:** Not Applicable

**Special Building Overlay:** Not Applicable

**Vegetation Protection Overlay:** Not Applicable

**Other Overlays:** Not Applicable

**Proposed Planning Scheme Amendments:** BRIMBANK C188 PROPOSES TO CORRECT ANOMALIES AND REDUNDANT PROVISIONS WITHIN THE PLANNING SCHEME AND TO AMEND LOCAL PLANNING SCHEME CLAUSE 22.01 - BRIMBANK HERITAGE POLICY

**Additional Notes:** STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

*The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.*

CERTIFICATE No: 51934347 DATE: 04/07/2018

# PLANNING CERTIFICATE



**ZONING**

GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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





# Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES  
131691

REFERENCE NO.

1215 1414 4146

DATE OF ISSUE - 3/07/2018

APPLICATION NO.

803659

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

51934347:81507433

ACCOUNTS PAYABLE - LEVEL 9

GPO BOX 5420

SYDNEY NSW 2001

SOURCE NO.

99905059310

**PROPERTY:** 13 JOAN STREET SUNSHINE WEST VIC 3020

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

The sum of six hundred and sixty five dollars and fifty three cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2018 - 30/06/2019	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	100.75	Quarterly	30/06/2018	0.00	0.00
PARKS SERVICE CHARGES	77.10	Annually	30/06/2018	0.00	0.00
WATER NETWORK CHARGE RESIDENTIAL	231.16	Quarterly	30/06/2018	0.00	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	256.52	Quarterly	30/06/2018	0.00	0.00
<b>TOTAL</b>	<b>665.53</b>			<b>0.00</b>	<b>0.00</b>

Service charges owing to 30/06/2018	0.00
Service charges owing for this financial year	0.00
Adjustments	0.00
<b>Current amount outstanding</b>	<b>0.00</b>
Plus remainder service charges to be billed	665.53
<b>BALANCE including unbilled service charges</b>	<b>665.53</b>

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:	1215 1414 4146



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES  
131691

REFERENCE NO.

1215 1414 4146

DATE OF ISSUE - 3/07/2018

APPLICATION NO.

803659

This statement does not include any volumetric charges from 20/10/2009. 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.

1215 1414 4146

DATE OF ISSUE - 3/07/2018

APPLICATION NO.

803659

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

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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:

SANDRA MAGANAS  
CUSTOMER OPERATIONS MANAGER  
CUSTOMER OPERATIONS  
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

## 13 JOAN STREET SUNSHINE WEST 3020

### Application No. 803659



#### LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main
	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



Date: 03/07/2018

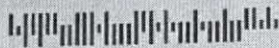
Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or 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.



# 2020-21 Annual Rates and Charges Third Instalment Reminder Notice

For the Period 1 July 2020 to 30 June 2021

Brimbank City Council  
PO Box 70  
SUNSHINE VIC 3020  
ABN 35 915 117 478



EDEN GRANGE DEVELOPMENTS PTY LTD  
34 MARY STREET  
SPOTSWOOD VIC 3015



023  
1001229  
R1\_2891

Property 13 JOAN STREET SUNSHINE WEST VIC 3020  
LOT 688 PLN 11042

Payments made on or after 15 January 2021  
may not have been deducted from this account.

Council are currently processing a number of Financial Hardship applications as a priority. Please be aware that COVID-19 Financial Hardship Applications are still being accepted.

### Instalment 3

Due 28 Feb 2021 \$616.00

### Remaining Instalments

Instalment 4  
Due 31 May 2021 \$616.00

An Instalment Notice will be issued for the 4th instalment prior to the due date.

**Late payments will attract interest at 10%**  
Any arrears, interest and legal costs are overdue and must be paid immediately.

Postal delays will not be accepted as an excuse for late payment.

### Particulars of Rates and Charges:

3rd Instalment 2020/2021 due 28 Feb 2021	\$616.00
Balance of 2020/2021 Rates and Charges	\$616.00

Total Balance Rates and Charges 2020/2021 **\$1,232.00**

If you are the ratepayer of a property in Brimbank and are experiencing financial hardship as a result of the coronavirus (COVID-19) pandemic, Council can offer support. Please visit Council's website to read COVID-19 Financial Hardship Policies to determine which one applies to your circumstances, or call contact Council to obtain copies of the policies and application forms.

Payment options (More payment options overleaf). **Please return this section if paying by mail.**

**Online**  
Visit the Brimbank City Council website  
[www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)

For emailed notices:  
[brimbank.enotices.com.au](http://brimbank.enotices.com.au)  
Reference No: CDB772B7CZ

Assessment No: 0633115

**Bill Code: 93948**  
**Ref: 0000 0633 115**  
Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account  
More info: [bpay.com.au](http://bpay.com.au)

**Billpay Code: 0355**  
**Ref: 6331 15**  
Pay in-store at Australia Post, by phone 13 18 16 or online at [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay)

**Amount Payable**  
**\$616.00**

**Payment Due by**  
**28 Feb 2021**



\*355 633115

**eNotices** GO TO [BRIMBANK.ENOTICES.COM.AU](http://BRIMBANK.ENOTICES.COM.AU)

Register now at  
[brimbank.enotices.com.au](http://brimbank.enotices.com.au)

**Reprinted Notices**  
To view and reprint your notices register at [brimbank.enotices.com.au](http://brimbank.enotices.com.au). You can extract a PDF copy at any time.





## **LAND INFORMATION CERTIFICATE**

Section 229 Local Government Act, 1989.

T 9249 4000  
W [brimbank.vic.gov.au](http://brimbank.vic.gov.au)

PO BOX 70  
Sunshine, Victoria 3020

### ***Rates and Charges for period 1 July 2018 to 30 June 2019.***

Your Reference: 51934347:81507431  
Assessment Number: 633115

Certificate Number: 85621  
Issue date: 09/07/2018

#### **APPLICANT:**

SAI GLOBAL PROPERTY DIVISION PTY LTD  
L 3 355 SPENCER ST  
WEST MELBOURNE VIC 3003

#### **PROPERTY LOCATION: 13 JOAN ST SUNSHINE WEST 3020**

Title: LOT: 688 PLN: 11042  
Volume No:  
Folio No.  
Ward: Harvester

Capital Improved Value: \$698,000  
Net Annual Value: \$34,900  
Site Value: \$698,000  
Effective Date: 1/07/2018  
Base Date: 01/01/2018

#### **RATES CHARGES AND OTHER MONIES:**

Residential Rate Levied 01/07/2018	\$1,403.68
Municipal Charge Date Levied 01/07/2018	\$74.62
140ltr Environmental Charge Date Levied 01/07/2018	\$329.27
Fire Service Levy Residential Charge Date Levied 01/07/2018	\$109.00
Fire Service Levy Residential Rate Date Levied 01/07/2018	\$32.11
Rate Arrears to 30/06/2018:	\$0.00
Interest to 09/07/2018:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
<b>Total Rates &amp; Charges Due:</b>	<b>\$1,948.68</b>
<b>Additional Monies Owed:</b>	
Debtor Balance Owing	
<b>TOTAL DUE:</b>	<b>\$1,948.68</b>

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

For further information contact: Revenue/Rating Department Ph: (03) 9249 4000.



Assessment Number: 633115  
Certificate Number: 85621



**Bill Code: 93948**  
**Reference No: 00000633115**  
**Amount: \$1,948.68**

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account.  
**More info: [bpay.com.au](http://bpay.com.au)**

**ADDITIONAL INFORMATION:**

**IMPORTANT INFORMATION:**

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958; Local Government Act 1989 or under a Local Law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

After the issue of this Certificate, Council may be prepared to provide up to date verbal information to the Applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Verbal confirmation of any variation to the amount will only be given for a period of 120 days after the issue date. For settlement purposes after 120 days, a new Certificate must be applied for.

A handwritten signature in black ink, appearing to be 'Barr M', written over a horizontal line.

AUTHORISED OFFICER



CERTIFICATE No: 51934347 DATE: 04/07/2018

# ROADS CERTIFICATE

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**Client:** PT & Associates  
PO Box 5200  
  
Cairnlea 3023

**Matter Ref:** PT:2521  
**Vendor:** EDEN GRANGE  
DEVELOPMENTS P/ L  
**Purchaser:**

---

**Subject Property:** 13 JOAN STREET SUNSHINE WEST VIC 3020

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**Title Particulars:** Vol 8208 Fol 128

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**Municipality:** BRIMBANK

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**Advice of approved VicRoads proposals:** VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

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*Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.*

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# Building Permit

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



**Permit No: BS-U 1301 7801264000883**

## Issued To -

Name: Eden Grange Developments Pty Ltd  
ACN: 608460055  
Postal Address: 72 Clarinda Road MOONEE PONDS, VIC 3039  
Email: abrekalo@live.com

## Address for Serving or Giving of Documents

Address: 72 Clarinda Road MOONEE PONDS VIC 3039  
Contact Person: Andrija Brekalo  
Phone: 0409 545 490

## Ownership Details

Name: Eden Grange Developments Pty Ltd  
ACN: 608460055  
Postal Address: 72 Clarinda Road MOONEE PONDS, VIC 3039  
Email: abrekalo@live.com  
Contact Person: Andrija Brekalo  
Phone: 0409 545 490

## Property Details

Address: Lot (688) 13 Joan Street SUNSHINE WEST VIC 3020  
Title Details: LP/PS: LP011042, Vol: 08208, Folio: 128  
Municipal District: Brimbank City Council

## Builder

Name: Eden Grange Developments Pty Ltd  
Phone: 0409 545 490  
ACN: 608460055  
Registration No. CDB-U 63871  
Postal Address: 72 Clarinda Road MOONEE PONDS, VIC 3039

This builder is specified under section 24B(6) of the Building Act 1993 for the building work to be carried out under this permit.

## Natural Person for Service of Directions, Notices and Orders

Name: Andrija Brekalo  
Phone: 0409 545 490  
Postal Address: 72 Clarinda Road MOONEE PONDS, VIC 3039

## Building Practitioner or Architect Engaged to Prepare Documents for this Permit

Name	Category/Class	Registration No.
Mariana Gagula	Draftsperson - Architectural	DP-AD 19616
Raymond Buttigieg	Engineer - Civil	EC 28035

## Details of Domestic Building Work Insurance

Name of Builder: Eden Grange Developments Pty Ltd

---

T: (03) 9337-0183 • E: info@bspmelb.com.au  
Suite 1, First Floor 200-202 Buckley Street ESSENDON VIC 3040  
<http://bspaus.com.au>

Unit	Insurance Provider	Policy Number	Policy Cover	Issued
Unit 1	VMIA	C468593	\$300,000	16/10/2019
Unit 2	VMIA	C468594	\$300,000	16/10/2019
Unit 3	VMIA	C468595	\$300,000	16/10/2019

### Details of Relevant Planning Permit

Planning permit No.: P839/2016  
Date of grant of planning permit: 23/03/2017

### Nature of Building Work

Construction of three dwellings

Version of BCA applicable to Permit: BCA 2016 Volume 2  
Stage of building work permitted: All  
Total floor area of new building work in m2: 412.3  
Cost of building work (this stage): \$550,000  
Cost of building work (all stages): \$550,000

### Building Classification

Nature of Work	Part of Building	BCA Classification
Construction of	Dwellings	1aii
Construction of	Attached garages	10a

### Performance Solutions

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

No	Relevant Performance Requirement	Details of Performance Solution
1	P2.1.1 Structural stability and resistance P2.2.2 Weatherproofing	To permit the use of Scyon Linea external cladding

### Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On or Consented To	Regulation No.
Council	Point of discharge of storm water	reg. 133(2)

### Protection Work

Protection work is required in relation to the building work proposed in this permit.

### Inspection Requirements

The mandatory notification stages are -

- Piers
- Pre Slab
- Steel
- At completion of framework
- At completion of all building work

### Occupation or Use of Building

An Occupancy Permit is required prior to the occupation or use of this building.

T: (03) 9337-0183 • E: info@bspmelb.com.au  
Suite 1, First Floor 200-202 Buckley Street ESSENDON VIC 3040  
<http://bspaus.com.au>



If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

### Commencement and Completion

This building work must commence by 25/10/2020.

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

This building work must be completed by 25/10/2021.

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

### Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	Truss/Floor computations and layouts to be submitted for approval prior to the frame inspection.

### Relevant Building Surveyor

Name: Philip Watt  
ACN: 123456789  
Address: Suite 1, First Floor 200-202 Buckley Street ESSENDON VIC 3040  
Email: info@bspmelb.com.au  
Building practitioner registration no.: BS-U 1301

Permit No.: BS-U 1301 7801264000883  
Date of Issue of Permit: 25/10/2019

Signature:



# Terms and Conditions

## 1. Role of BSP Melbourne Pty Ltd

### 1.1 Professional Standard of Care

In performing the Services, BSP Melbourne Pty Ltd shall:

- (a) exercise the degree of reasonable skill, care and diligence;
- (b) and maintain the ethical standards, normally expected of the profession of building surveyors.

### 1.2 Notice of Matters Likely to Change Scope or Timing of Services

If BSP Melbourne Pty Ltd becomes aware of anything which may change the scope or timing or cost of the Services, then it shall as soon as practicable give written notice to the Client. The notice shall as far as practicable contain particulars of the change.

## 2. Payment to BSP Melbourne Pty Ltd for Services

### 2.1 Client to Make Payment

In consideration of the promise by BSP Melbourne Pty Ltd to perform the Services, the Client promises to pay to BSP Melbourne Pty Ltd the fees and the expenses as set out in **BSP Melbourne Pty Ltd's Letters**.

### 2.2 Timing of Payment

At or after the time that any part of the Services are performed by BSP Melbourne Pty Ltd, BSP Melbourne Pty Ltd may give the Client an account for that part of the Services performed and for any expenses incurred. The Client shall pay the full amount owing in respect of each account within fourteen (14) days of issue of the account.

### 2.3 Interest on Overdue Payment

In addition to all other rights and remedies of BSP Melbourne Pty Ltd, if the Client fails to pay all monies as and when due, BSP Melbourne Pty Ltd shall be entitled to recover interest at the higher of 15% per annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

### 2.4 Disputed Claims

If the Client disputes the whole or any portion of the amount claimed in an account submitted by BSP Melbourne Pty Ltd, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify BSP Melbourne Pty Ltd in writing of the reasons for disputing the account. If it is established that some or all of the amount in dispute ought properly to have been paid at the time it was first claimed, then the Client shall pay the amount finally established together with interest on that amount in accordance with clause 3.3.

### 2.5 Payment of Costs if Building Works Delayed

If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by BSP Melbourne Pty Ltd, then the Client shall pay to BSP Melbourne Pty Ltd a reasonable sum of money to cover the consequential costs and expenses suffered by BSP Melbourne Pty Ltd as a result of the delay.

### 2.6 Effect of Termination on Right to Payment

If the engagement of BSP Melbourne Pty Ltd is terminated for any reason other than for breach of these Terms of Engagement by BSP Melbourne Pty Ltd, then BSP Melbourne Pty Ltd shall be entitled to pro rata payment for the Services carried out and consequential costs and expenses incurred as a result of the termination, for the period up to and including the date of termination.

### 2.7 Changes in Laws

If after the date of these Terms of Engagement there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by BSP Melbourne Pty Ltd in performing the Services, then the fees and expenses otherwise payable to BSP Melbourne Pty Ltd under these Terms of Engagement shall be increased or decreased accordingly.

## 3. Scope of Liability

### 3.1 Direct and Indirect Loss

The liability of BSP Melbourne Pty Ltd to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise shall be limited to the direct cost of rectifying the Building Works.

### 3.2 Maximum Amount of Liability

The maximum liability of BSP Melbourne Pty Ltd to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the amount of \$50,000.00.

### 3.3 Release

The Client releases BSP Melbourne Pty Ltd from, and agrees that BSP Melbourne Pty Ltd is not liable for, any liability or loss arising from or any costs incurred in connection with the Services in excess of the BSP Melbourne Pty Ltd's liability determined in accordance with clause 4.2.

### 3.4 Duration of Liability

BSP Melbourne Pty Ltd shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract tort or otherwise, at the expiration of one (1) year from the completion of the Services, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against BSP Melbourne Pty Ltd (or any employee of BSP Melbourne Pty Ltd) in respect of the Services after that date.

### 3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, BSP Melbourne Pty Ltd does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

### 3.6 Indemnity

The Client shall indemnify and keep indemnified BSP Melbourne Pty Ltd from and against all suits, actions, claims or demands by any person for any loss, damages, expense or costs as a result of any negligence or default by the Client.

## 4.0 Termination of Services

### 4.1 Termination by Client

Subject always to the provisions of the Building Act 1983 (as amended), the Client may by notice in writing served on BSP Melbourne Pty Ltd terminate the BSP Melbourne Pty Ltd's engagement under these Terms of Engagement:

- (a) if BSP Melbourne Pty Ltd is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on BSP Melbourne Pty Ltd of a notice requiring the breach to be remedied; or
- (b) if the Client serves on BSP Melbourne Pty Ltd a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

### 4.2 Termination by BSP Melbourne Pty Ltd Subject always to the provisions of the Building Act 1983 (as amended), BSP Melbourne Pty Ltd may by notice in writing served on the Client terminate BSP Melbourne Pty Ltd's obligations under these Terms of Engagement:

- (a) if the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as BSP Melbourne Pty Ltd may allow) of the service by BSP Melbourne Pty Ltd on the Client of a notice requiring the breach to be remedied; or
- (b) if the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as BSP Melbourne Pty Ltd may allow) of the service by BSP Melbourne Pty Ltd on the Client of a notice requiring the breach to be remedied; or
- (c) if BSP Melbourne Pty Ltd serves on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

### 4.3 Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

### 4.4 Work-in-Progress

If BSP Melbourne Pty Ltd's obligations are terminated, then the Client shall pay for all work in progress performed by BSP Melbourne Pty Ltd up until the date of termination.

## 5. General Matters

### 5.1 Transfer and Assignment

(a) BSP Melbourne Pty Ltd and the Client each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of these Terms of Engagement.

(b) Neither BSP Melbourne Pty Ltd nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.

(c) Nothing contained in this Clause shall prevent BSP Melbourne Pty Ltd from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

### 5.2 Consultants

If circumstances arise which require the services of a specialist or expertise outside the field of BSP Melbourne Pty Ltd, then BSP Melbourne Pty Ltd may with the prior approval of the Client engage the appropriate consultant. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

## 6. Definitions and Interpretation

### 6.1 Definitions

Except where the context requires otherwise: "the Client" means the owner of the Property and to the extent appropriate includes the agents (including the builder), officers and employees of the owner; "fees", "expenses" and "Services" means the fees, expenses and Services referred to in BSP Melbourne Pty Ltd's Letters to the Client; "BSP Melbourne Pty Ltd's Letters" means BSP Melbourne Pty Ltd's correspondence setting out its proposal to the Client and its confirmation of its engagement by the Client; "Building Works", "owner" and "Property" mean the Building Works, owner and Property described on the Application for the Building Permit.

**Severability** The parties agree that a construction of these Terms of Engagement that results in all the provisions being enforceable is to be preferred to a construction that does not so result. If, however, a provision of these Terms of Engagement is illegal or unenforceable, then:

- (a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and
- (b) in any other case, the whole provision is severed and the remainder of these Terms of Engagement continue in force.

T: (03) 9337-0183 • E: info@bspmelb.com.au

Suite 1, First Floor 200-202 Buckley Street ESSENDON VIC 3040

<http://bspaus.com.au>



## Domestic Building Insurance

### Certificate of Insurance

**EDEN GRANGE DEVELOPMENTS PTY LTD**

72 Clarinda Road  
MOONEE PONDS  
Vic 3029

Policy Number:

**C468594**

Policy Inception Date:

**16/10/2019**

Builder Account Number:

**227161**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

#### Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**

At the property: **Unit 2 13 Joan St SUNSHINE WEST VIC 3020 Australia**

Carried out by the builder: **EDEN GRANGE DEVELOPMENTS PTY LTD**

Builder ACN: **608460055**

**!** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **EDEN GRANGE DEVELOPMENTS PTY LTD**

Pursuant to a domestic building contract dated: **16/10/2019**

For the contract price of: **\$ 175,000.00**

Type of Cover: **Cover is only provided if EDEN GRANGE DEVELOPMENTS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

#### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

#### IMPORTANT

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

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

### Period of Cover

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

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

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

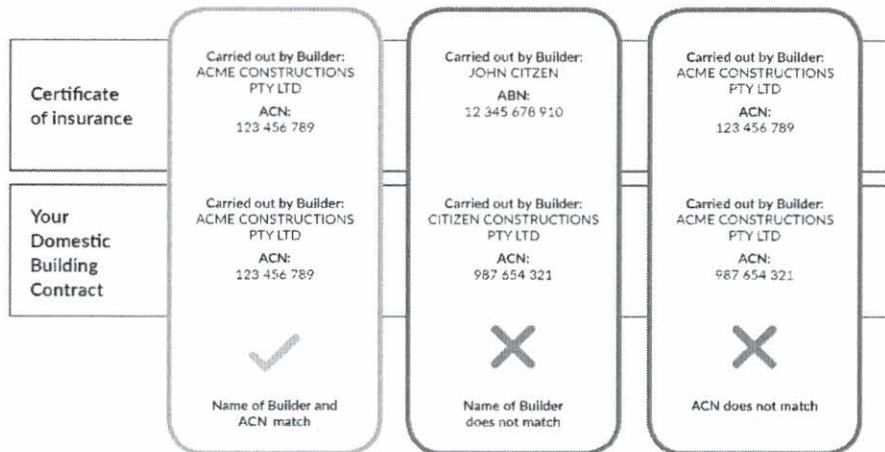
Issued by Victorian Management Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$1,220.00</b>
GST:	<b>\$122.00</b>
Stamp Duty:	<b>\$134.20</b>
<b>Total:</b>	<b>\$1,476.20</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*





# OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No: PS 836573N

Address: Unit 2, 13 Joan Street, Sunshine West Vic.3020.

This certificate is issued for Lot 2 on Plan of Subdivision No: 836573N

Postal address: 13 Joan street, Sunshine West Vic.3020

Applicant for the certificate: Eden Grange Developments Pty Ltd

Address for delivery of certificate: 76 Clarinda Road, Moonee Ponds Vic. 3039

Date that the application was received: 20 April 2021

## IMPORTANT:

The information in this certificate is issued on 20 April 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 for each <b>*quarter</b> or <b>*annually</b> (*strike out if not applicable) are: Nil-Not functioning
2.	The date to which the fees for the lot have been paid up to is: N/A
3.	The total of any unpaid 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 payable are: N/A
5.	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:
6.	The owners corporation has the following insurance cover: -
7.	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
8.	The total funds held by the owners corporation: Nil
9.	Are there any liabilities of the owners corporation that not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details: No
10.	Are there any current contracts, leases, licences or agreements affecting the common property. If so, then provide details: None
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: No

12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied are? If so, then provide details: No
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details: No
14.	Has the owners corporation has appointed or resolved to appoint a manager? If so, then provide details: Manager will be appointed
15.	Has an administrator has been appointed for the owners corporation, or has been a proposal for the appointment of an administrator? No
16.	Documents required to be attached to the owners corporation certificate are: attached Statement of advice and Model Rules for an Owners Corporation
17.	<b>NOTE:</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

This owners corporation certificate was prepared by:

..... (signature)  
..... (print name)  
..... (name of management company if relevant)  
.....  
as delegate of the owners corporation.

**THE COMMON SEAL of OWNERS CORPORATION**

**NO 836573N** was affixed in accordance with section 20 of the *Owners Corporations Act 2006* and in the presence of:

.....  
Signature of lot owner  
Eden Grange Developments Pty Ltd  
.....  
Name of lot owner (BLOCK LETTERS)

.....  
Signature of lot owner  
.....  
Name of lot owner (BLOCK LETTERS)

Lot No   2   .....

Date: .....



## 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**.



**Schedule 3, Regulation 12, Owners Corporations Regulations 2007**

**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.**

# Designated Bushfire Prone Areas

from [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 11 July 2018 09:22 AM

**Address:** 13 JOAN STREET SUNSHINE WEST 3020

**Lot and Plan Number:** Lot 688 LP11042

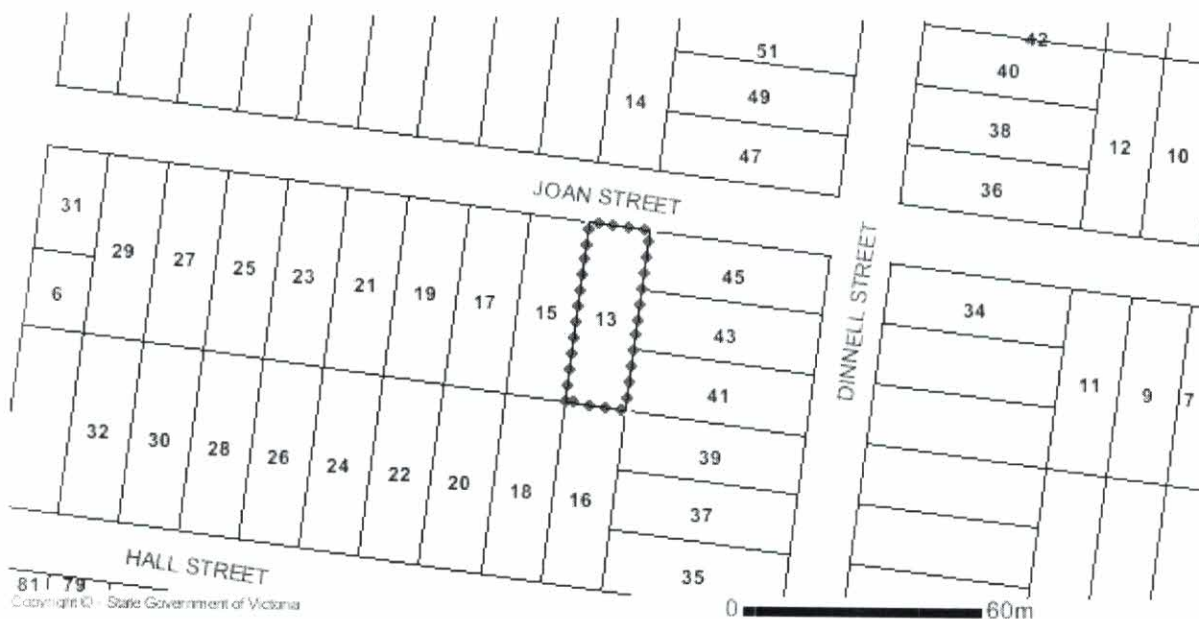
**Local Government (Council):** BRIMBANK Council **Property Number:** 633115

**Directory Reference:** Melway 40 B1

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

## Designated Bushfire Prone Area Map



### Bushfire Prone Area Legend

- Bushfire Prone Area
- Selected Land
- Railway
- Tram
- River, stream
- Lake, waterbody

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

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

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

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

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

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

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

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

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