

# Contract of Sale of Land

Property:

**3/13 Joan Street, Sunshine West VIC 3020**

**DGK Conveyancing**

Suite 201, 175B Stephen Street

YARRAVILLE VIC 3013

Tel: 03 5797 2829

PO Box 321, Yea VIC 3717

Ref: FB:24/10847

# 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

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

# Contract of Sale of 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 ...../...../2024

**Print names(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 ...../...../2024

**Print names(s) of person(s) signing:** Gregory Duane Junio and Caitlin Elyse Smith .....

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  
Tel: 93009011 Mob: Fax: Ref:

## Vendor

Name: Gregory Duane Junio and Caitlin Elyse Smith  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: DGK Conveyancing  
Address: Suite 201, 175B Stephen Street, Yarraville VIC 3013  
PO Box 321, Yea VIC 3717  
Email: fiona@dgkconveyancing.com.au  
Tel: 03 5797 2829 Mob: Fax: Ref: 24/10847

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

Name:  
Address:  
Email:  
Tel: Mob: Fax: Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12315 Folio 592	688	PS 011042

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: 3/13 Joan Street, Sunshine West VIC 3020

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

Fixed flooring, blinds, all fixed electrical appliances, fixtures and fittings of a permanent nature

**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 ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on ..... / ..... /20.....

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: .....

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

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

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

## General Conditions

# 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.

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## 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 at the foot 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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 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 1.14 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**

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

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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## 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:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

**20. LOAN**

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

**21. BUILDING REPORT**

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

- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**22. PEST REPORT**

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**23. ADJUSTMENTS**

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.

- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic 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:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:



- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

- 27.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

**28. NOTICES**

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

**29. INSPECTION**

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

**30. TERMS CONTRACT**

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

**31. LOSS OR DAMAGE BEFORE SETTLEMENT**

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**32. BREACH**

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

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## Default

**33. INTEREST**

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act* 1983 is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

**34. DEFAULT NOTICE**

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

**35. DEFAULT NOT REMEDIED**

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

- (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
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## SPECIAL CONDITIONS

### **1. Purchaser to Procure Execution of Guarantee**

- 1.1 In the event that the Purchaser is or includes a Corporation (as those words are defined in the *Corporations Act 2001 (Cth)*, the person or persons who execute this Contract for and on behalf of the Purchaser warrants that they have authority to enter into this Contract on behalf the company or incorporated association, and shall also execute the Guarantee annexed to this Contract and marked “**Annexure A**”.
- 1.2 This Special Condition modifies General Condition 3.

### **2. Nomination**

- 2.1 If a Purchaser nominates a substitute or additional purchaser under General Condition 4, they may do so no later than 10 business days before the Settlement Date, provided that signed nomination documents (if applicable) are provided to the Vendor's Conveyancers no later than 10 business days before the Settlement Date.
- 2.2 If the Purchaser nominates a substitute or additional purchaser, the Purchaser and any Guarantor(s):
  - 2.2.1 Remains personally liable for the performance of all of the Purchasers' obligations under this Contract; and
  - 2.2.2 Indemnify the Vendor against all claims, demands, interest or penalties arising from the nomination.
- 2.3 If the Purchaser nominates a substitute or additional purchaser, and that purchaser is a company which is not listed on a recognised Australian Stock Exchange, then the Vendor may require that at least two directors of the nominated company (or if the nominated company be sole director company, then the sole director) must execute the Guarantee at the time of the nomination.
- 2.4 The nominee shall pay the vendor's conveyancer at settlement a fee of \$330.00 to review and advise the vendor on any nomination application.
- 2.5 This Special Condition modifies General Condition 4.

### **3. Identity of Land**

- 3.1 The Purchaser acknowledges that the Property offered for sale and inspected by the Purchaser is identical with the Property described in the Title particulars contained in the Particulars of Sale.
- 3.2 The Purchaser must not make any objection or claim for compensation or refuse or delay payment of the balance of the purchase price because of:
  - 3.2.1 Any error in the description of the land;
  - 3.2.2 Any deficiency in its area or measurements of the land;
  - 3.2.3 Any encroachment upon the land;
  - 3.2.4 Any improvements not being erected within the boundaries of the land; or
  - 3.2.5 Any failure to comply with a law relating to the Property or a requirement of any government agency.

3.3 This Special Condition modifies General Condition 7.

#### **4 Deposit**

4.1 The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

4.2 This Special Condition modifies General Condition 14.

#### **5. Finance**

5.1 If this Contract is subject to loan approval and the Purchaser attempts to end the Contract on the basis that the Purchaser is unable to obtain finance approval by the approval date, the Purchaser must provide to the Vendor a letter from the nominated lender indicating

5.1.1 That the lender has refused finance approval to the Purchaser; and

5.1.2 That the Purchaser provided all documentation reasonably requested by the lender to assess the finance application.

5.2 In the event that the Purchaser fails to provide such letter as detailed in special condition 5.1, the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

5.3 This Special Condition modifies General Condition 20.

#### **6. Adjustments**

6.1 At the time that the Purchaser or their representative makes submission of the adjustments to the vendors' representative, proof is required to justify any authority or figure that has been listed in such adjustments.

6.2 Justification of adjustments submitted by the purchaser must be by way of copies of certificates purchased by the purchasers' representative in order to verify the information allowed for in such adjustments.

6.3 The Vendor will not be obliged to provide cheque details until such time as this condition has been complied with.

6.4 The Purchasers acknowledge that they will be in default of this contract if this condition is not adhered to.

6.5 If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to re-adjust, after settlement has been completed.

6.6 This condition will not merge on settlement.

6.7 Not separately rated

In the event the Property is not separately rated or assessed in respect of any of the outgoings referred to in General Condition 23, the proportion thereof to be apportioned between the Vendor and Purchaser will be in the same proportion as the

lot liability of the land bears to the total lot liability of all the land in the plan of subdivision or title plan as reasonably determined by the Vendor.

## 6.8 Rate and Tax Adjustments

6.8.1 The Vendor shall pay or discharge all rates, and other outgoings (except insurance premiums on insurances acquired by the purchaser) with respect to the Property up to and including settlement date.

6.8.2 The Purchaser shall pay, adjust or discharge all rates and other outgoings with respect to the Property from the Day of Settlement.

6.8.3 Rates and other outgoings shall be apportioned at Completion:

6.8.3.1 In the case of those paid by the Vendor, on the amount actually paid;

6.8.3.2 In the case of those levied but unpaid, on the amount payable disregarding any discount for early payment;

6.8.3.3 In the case of those not levied but the amount can be ascertained by advice from the relevant rating authority, on the amount advised by the relevant rating and;

6.8.3.4 In the case of those not levied and not ascertainable from the relevant rating and where a separate assessment was issued for the Property for the assessment period immediately prior to the completion date, on the amount payable in that separate assessment disregarding any discount for early payment.

## 6.9 Owners Corporation Adjustments

6.9.1 The Vendor shall pay or discharge all owner's corporation fees due and payable up to the settlement date with respect to the Property.

6.9.2 The Purchaser shall pay, adjust or discharge all owner's corporation fees with respect to the Property from the Day of Settlement.

6.9.3 Owner's corporation fees (excluding any special levy) shall be apportioned at Completion:

6.9.3.1 In the case of those paid by the Vendor, on the amount actually paid;

6.9.3.2 In the case of those levied but unpaid, on the amount payable;

6.9.4 Liability for any owner's corporation special levy shall be assessed as follows:

6.9.4.1 The Vendor shall be liable for any special levy struck and payable before the settlement date.

6.9.4.2 The Purchaser shall be liable for any special levy struck either before or after settlement and which is payable from the settlement date.

## **7. Purchaser's Representations and Warranties**

7.1 The Purchaser represents and warrants that in entering this Contract the Purchaser has:

7.1.1 relied entirely on enquiries, investigations, examinations and inspection of the Property made by or on behalf of the Purchaser including without limitation the land, improvements, planning restrictions, building regulations and the suitability of the Property for any purpose or any business to be carried on there; and

7.1.2 received no information, representation or warranty from the vendor, the Vendor's estate agent or the Vendor's Conveyancer supplied or made with the intention or knowledge that the Purchaser would rely on it; and

7.1.3 The Purchaser has not in fact relied on any such information, representation or warranty.

7.1.4 Has not relied on any representations or warranties about the subject matter of this Contract, including any information, representation or warranty concerning:

7.1.4.1 Title to the Property or goods;

7.1.4.2 The terms of any documents relating to any encumbrances affecting the Property;

7.1.4.3 The boundaries or area of the Property;

7.1.4.4 The suitability of the Property for any purpose or use;

7.1.4.5 The zoning of the property;

7.1.4.6 The existence of any easement affecting the property;

7.1.4.7 The services and utilities to the Property;

7.1.4.8 Whether improvements on the land comply with any relevant statutes, regulations, and local laws;

7.1.4.9 Any financial return or income to be derived from the Property; and

7.1.4.10 The applicability of any environmental liability to the Property.

7.2 The Purchaser agrees that this Contract constitutes the entire agreement between the parties for the sale and purchase of the Property and supersedes all previous arrangements, representations, promises, agreements, undertakings, negotiations and understandings in relation to the sale and purchase. Any promise, condition, representation, information or warranty relating to or leading up to this transaction which has been provided or made by, or on behalf of, the Vendor which is not set out or expressly referred to in this Contract is negative and withdrawn.

7.3 Purchaser must engage a legal practitioner or Conveyancer to conduct all the legal aspects of settlement.



## **8. Planning Restrictions, Easements and Other Encumbrances**

- 8.1 The Purchaser buys the Property subject to any restrictions on the use or development of the Property imposed by and to the provisions of any applicable Town Planning Acts or Planning Schemes, Local Government By-Laws or interim development orders, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the Property or other enactments, including the Heritage Act 1995, the Planning and Environment Act 1987, the Building Act 1993, the Local Government Act 1989, Environment Protection Act 1970 and any and all regulations, by-laws, restrictions and controls governing, regulating, controlling or affecting in any way the use or development of the Property and subject or any authority empowered to make restrictions.
- 8.2 The Purchaser buys the Property subject to any easement, reservation or other encumbrance whether registered on the Certificate of Title or not.
- 8.3 Any such restrictions shall not affect the validity of this Contract nor shall they constitute a defect in the Vendor's title or with respect to such restrictions or any of them.
- 8.4 The Purchaser must not make any requisition or objection or delay settlement and is not entitled to any compensation from the Vendor in relation to the existence of, compliance or non-compliance with any restriction.
- 8.5 The Purchaser is responsible for remedying, at its, his, her or their own cost, any failure of compliance on the Day of Sale with any laws or restriction affecting the Property.
- 8.6 Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negatived.

## **9. Condition of Property**

- 9.1 The Purchaser acknowledges that it has purchased the Property as a result of the Purchaser's own inspections and enquiries concerning the Property and save as is otherwise expressly provided acknowledges that he she or they are purchasing the property in its present condition and state of repair and subject to any defects, infestation, contaminant or asbestos and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.
- 9.2 The Vendor sells the Property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the Property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.
- 9.3 The Purchaser acknowledges that if there is a swimming pool or spa on the Property which is or may be required to be fenced by building and/or council regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building and/or council regulations. The Purchaser indemnifies and keeps indemnified the Vendor on

or after the Day of Sale in respect of all orders or requirements under the building regulations.

- 9.4 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the Purchaser must do so at the Purchaser's costs and expense.
- 9.5 The Purchaser buys the Property in its current situation, regardless of whether there are building permits which have not received a final inspection, or whether there are building works in the past eight years for which the Vendor is not in possession of builders warranty insurance.
- 9.6 The Purchaser buys the Property subject to any easements, reservations or like encumbrances affecting the Property and will not Object with respect thereto whatever.

## **10. Receipt of Documents by Purchaser Acknowledged**

The Purchaser hereby acknowledges that prior to signing the Contract of Sale and paying any money due thereunder to having received from the Vendor a Due Diligence Checklist and a Section 32 Statement conforming with section 32 of the Sale of Land Act 1962 (Vic) (as amended) duly executed by the Vendor, being the Vendor's Statement.

## **11. Sale Subject to Lease or Licence**

- 11.1 If the sale is subject to a lease or licence, the Purchaser agrees that at settlement the Vendor will hand over any documents pursuant to the lease or licence which the Vendor is in possession of, which may or may not include an original copy of the lease or licence agreement, condition report or bond receipt. The Purchaser agrees not to delay settlement or seek compensation if the Vendor is not in possession of any of these documents. If the Vendor only has possession of a photocopy of the lease or licence agreement, the Purchaser agrees to accept receipt of the photocopy and will not delay settlement or seek compensation on the basis that the Vendor is unable to provide an original lease or licence agreement.
- 11.2 If there is a rental agent managing the Property and the Purchaser does not intend to instruct that rental agent to continue managing the Property following settlement, the Purchaser agrees to contact the rental agent to make arrangements for a transfer of the lease documents held by the rental agent following settlement, and will not require the Vendor to produce these documents at settlement.
- 11.3 If the Tenant is entitled to the use of any furniture, chattels, equipment, etc. (collectively referred to in this paragraph as "goods") during the term of the lease, where such goods have been provided by the Vendor and are not included in the sale to the Purchaser under the Goods section of the Particulars of Sale, the Purchaser agrees that following the termination of the tenancy the Purchaser will notify the Vendor in writing and allow the Vendor 30 days from the personal service of such notification access to the property to recover the goods. The Purchaser agrees to become a bailee of the goods upon termination of the Tenancy until the Vendor attends the property and removes the goods during the 30 day period following personal service of the notification.

## **12. Default by Purchaser**

12.1 The Vendor gives notice to the Purchaser that in the event of that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may be mutually agreed to by the parties, or the Purchaser breaches any warranty in this contract then the Purchaser will pay to the Vendor the following expenses and losses which the Purchaser agrees are reasonably foreseeable at the date of the contract:-

12.1.1 All costs incurred by the Vendor associated with obtaining bridging finance to complete the Vendor's purchase of other property and interest charged on such bridging finance.

12.1.2 Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date.

12.1.3 Accommodation expenses necessarily incurred by the Vendor.

12.1.4 Additional costs and expenses between the Vendor and the Vendor's representative.

12.1.5 The Vendor's reasonable costs of each and every default in the sum of \$550.00 (inclusive of GST) and \$880.00 for the costs of each default notice issued.

12.1.6 Any costs, expenses and penalties incurred by the Vendor to a third party through any delay in completion of the Vendor's purchase.

12.1.7 Rebooking fee and settlement fee payable to the Vendor's representative in the sum of \$165.00 (including GST) plus any fees levied by the Vendor's mortgagee and third parties.

12.1.8 If settlement is due to take place before 31 December in any given year but is delayed through no breach by the vendor, the Purchaser agrees to pay any land tax applicable to the Property for the year in which settlement actually takes place, in full and without deduction.

12.1.9 Any conveyancing fees or legal fees and disbursements attributed to any failure to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may be mutually agreed to by the parties or breach of any warranty in this contract on a full indemnity basis

## **13. Insolvency and Incapacity**

13.1 If before settlement the Purchaser, being a natural person;

13.1.1 Dies;

13.1.2 becomes bankrupt or enters into a scheme of arrangement, composition or assignment with or in favour of its creditors;

13.1.4 Is a protected person under any legislation or an involuntary patient or security patient under the Mental Health Act 1986; or

13.2 If before settlement the Purchaser, being a company:

13.2.1 Is subject to an application for winding up;

13.2.2 enters into a scheme of arrangement for the benefit of the creditors;

13.2.3 Resolves to go into liquidation; or

13.2.4 Is put into the control of a receiver or administrator;

Then the Vendor may terminate this Contract by Notice to the Purchaser and the Vendor may, in all of the above circumstances retain the Deposit and any Deposit Interest.

**14. Waiver**

The Purchaser's liability and obligation to pay any money and otherwise perform the terms and conditions of this Contract will not be, or be deemed to be, waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the Purchaser not in accordance with this Contract. Time is and remains the essence of this Contract notwithstanding any act of omission on the part of the Vendor.

**15. No Merger**

Obligations under this Contract which have not been satisfied at the Settlement date or are capable of continued operation after settlement remain in full force and effect irrespective of Settlement and do not merge on the transfer of the Property.

**16. Severability**

If it is held by any court of competent jurisdiction that:

16.1 Any part of this Contract is void, voidable, illegal or otherwise unenforceable; or

16.2 This Contract would be void, voidable, illegal or otherwise unenforceable unless any part of this Contract is severed;

Then that part will be severed from this Contract and will not affect the continued operation of the remainder of this Contract.

**17. No Warranty as to Stamp Duty**

17.1 The Purchaser acknowledges that:

17.1.1 It has relied exclusively on its own independent advice on all stamp duty matters and must not make any claim against the Vendor with respect to the payment of stamp duty;

17.1.2 If there is more than one Purchaser named in the Particulars, it is the Purchaser's responsibility to ensure this contract correctly records at the Day of Sale the proportions in which they are buying the Property; and

17.1.3 If the proportions recorded in the Transfer differ from those recorded in this Contract it is the Purchaser's responsibility to pay any additional stamp duty which may be assessed as a result of the variation.

17.2 The Purchaser acknowledges that the Vendor does not make any warranty as to the amount of stamp duty or any registration fees assessed and payable in respect of the transfer of the Property and the Purchaser is liable for all stamp duty and registration fees assessed in relation to that transfer whether assessed at the present value of the Property and incomplete improvements or otherwise, irrespective of any estimates provided by the Vendor at the Day of Sale.

17.3 The Purchaser must keep the Vendor indemnified at all times against all liabilities, claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this Contract, any substitute contract of sale and the instruments of transfer or conveyance of the Property or anyone or more of them.

17.4 This Special Condition will not merge on settlement.

## **18. Amendment and Deletion of General Conditions**

(a) General conditions 31.4 to 31.6 inclusive are not applicable to this contract.

(b) General Condition 14 (3) (c) does not apply to this contract

(c) General Condition 14.3.1 will be replaced with the following clause in the contract.

14.3.1 Where the purchaser is deemed by Section 27 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 the vendor's Title.

(d) General Condition 14.3.2 will be replaced with the following clause in the contract.

14.3.2 Where the contract is not subject to finance, a building inspection or a pest inspection, the contract is deemed not subject to any condition for the benefit of the purchaser.

(e) General Condition 32 is deleted and replaced with the following words

If the purchaser breaches this contract they must pay to the vendor on demand:

(a) compensation for any reasonably foreseeable loss to vendor resulting from the breach such loss including but not limited to additional costs incurred by the vendor's conveyancer; and

(b) any interest due under this contract as a result of the breach.

If the vendor breaches this contract by delaying settlement, the purchaser agrees that they will not be entitled to demand compensation for any loss they incur as a result of such delay.

## **19. No Right of Set-off**

Unless this contract provides otherwise, a party has no right of set-off against a payment due to another party.

**20. Insurance**

All owners have agreed to takeout separate insurance. The vendor will cancel the policy in the section 32 upon settlement being completed. The purchaser is required to take out their own insurance.

## ANNEXURE A

### **GUARANTEE AND INDEMNITY**

TO: (Vendor)

I/We, the guarantors named in the Schedule, Item 4  
(Guarantors)

JOINTLY AND SEVERALLY AGREE:

#### **1. Guarantee**

1.1 In consideration of the Vendor entering into the Contract with the Purchaser as detailed in the Schedule at our request the Guarantors GUARANTEE to the Vendor:

1.1.1 payment of the purchase money interest and all other monies payable under the Contract; and

1.1.2 the observance and performance by the Purchaser of all conditions, covenants, obligations and provisions to be observed and performed by the Purchaser under the Contract or pursuant to any other agreement made between the Purchaser and the Vendor, (collectively Guaranteed Obligations).

#### **2. Indemnity**

2.1 If any of the Guaranteed Obligations will not be enforceable against the Purchaser this Guarantee will be construed as an indemnity and the Guarantors INDEMNIFY the Vendor in respect of any failure by the Purchaser to make payment or perform the Guaranteed Obligations and AGREE that the Guarantors will not be released from their obligations until the Vendor has received all monies which would have been payable had all of the covenants contained in the Contract been enforceable against the Purchaser.

#### **3. Continuing Guarantee and Indemnity**

3.1 This Guarantee will be a continuing Guarantee and Indemnity and will apply to all monies now owing and to all monies which may subsequently become owing or be deemed to have been owing under the Contract and this Guarantee will be without prejudice to and will not be affected nor will the rights or remedies of the Vendor against the Guarantors be in any way prejudiced or affected by any of the matters as follows:

3.1.1 Any mortgage or instrument, negotiable or otherwise, guarantee or other security which the Vendor may now or subsequently hold in respect of the whole or any part of the Guaranteed Obligations or any judgment obtained by the Vendor or any release discharge surrender or modification of or dealing with any such security or judgment and all of such securities and judgment will be considered as collateral only.

3.1.2 The completion of the Contract by a transfer and the securing of the balance of purchase money and other monies outstanding under the Contract by a security instrument granted in favour of the Vendor.

- 3.1.3 Any variation modification or innovation in the terms of the Contract and without limiting the generality of the foregoing any extension of the date for payment of the purchase money or any change in the interest rate payable.
- 3.1.4 The transfer or assignment by the Vendor of the rights of the Vendor under the Contract to another person or company.
- 3.1.5 The fact that any Guaranteed Obligation or any part of them may not be or may cease to be recoverable from the Purchaser or any other person liable in respect of it for any reason other than that they have been paid or obligation performed.

#### **4. Guarantee Independent**

- 4.1 This Guarantee is independent of and in addition to any other guarantee or security held either now or subsequently by the Vendor in connection with the Guaranteed Obligations and the Guarantors will not in any way or at any time claim the benefit of or seek or require the transfer of any such guarantee or security or any part of it.

#### **5. Notice**

- 5.1 Any demand or notice may be signed by or on behalf of the Vendor by the Solicitors for the Vendor and may be served by delivering the demand or notice to the Guarantors at their address by prepaid mail and if posted will be deemed to have been served on the day following the date of posting provided however that the making of a demand or serving of a notice will not be a condition precedent to the liability of the Guarantor.

#### **6. Miscellaneous Provisions**

- 6.1 All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in the Vendor's place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the Purchaser.
- 7. In the event of the liquidation of the Purchaser the Guarantors authorise the Vendor to prove for all moneys which the Purchaser has paid and to retain and to carry to a suspense account and appropriate at the Vendor's discretion any dividends received until the Vendor has been paid in full in respect of the indebtedness of the Purchaser.
- 8. The Guarantors waive all rights against the Vendor and the Purchaser and any other person or corporation, estates and assets so far as necessary to give effect to anything contained in this Guarantee.
- 9. The Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of the Purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify the Vendor against any loss the Vendor may suffer by reason of interest ceasing to accrue and to be payable after the Purchaser goes into liquidation.



10. This Guarantee will not be determined by the death of any of the Guarantors and will bind their respective legal personal representatives and assigns, administrators and executors and will endure for the benefit of the Vendor and successors and assigns.
11. The expression Guarantors will wherever used mean the Guarantors or any of them and wherever the context permits will refer to the Guarantors jointly and severally.

SCHEDULE

1. Contract: Contract of Sale made between the Purchaser and the Vendor dated  
day of 20 for the purchase of the Property at  
In the State of Victoria

2. Property: The land is described in the attached copy title(s) and plan(s) as:  
Lot on proposed/plan of subdivision no. being part of/  
the land contained in certificate of title volume folio .

3. Purchaser(s):

Name:

Address:

Name:

Address:

4. Guarantor(s):

Name:

Address:

Name:

Address:

Executed as a deed

Signed Sealed and Delivered by )

)

In Victoria in the presence of: )

)..... Signature

..... Signature of Witness

..... Name of Witness

Signed Sealed and Delivered by )

)

In Victoria in the presence of: )

)..... Signature

..... Signature of Witness

..... Name of Witness

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

<b>Land</b>	3/13 JOAN STREET, SUNSHINE WEST VIC 3020
-------------	--

Vendor's name	Gregory Duane Junio	Date	/ /
Vendor's signature	_____		
Vendor's name	Caitlin Elyse Smith	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

## 1. FINANCIAL MATTERS

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

Attached

### 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

Not Applicable

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Applicable

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

Not Applicable

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

### 3.4 Planning Scheme

Attached

**4. NOTICES**

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

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

Not Applicable

**4.2 Agricultural Chemicals**

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

NIL

**4.3 Compulsory Acquisition**

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

NIL

**5. BUILDING PERMITS**

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

Applicable

**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*.

Not Applicable

**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*.

Not Applicable

**8. SERVICES**

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

**9. TITLE**

Attached are copies of the following documents:

- 9.1  (a) Registered Title

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not Applicable

**10.2 Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

*Subdivision Act 1988.*

- (a) Attached is a copy of the plan for the first stage if the land is in the second or 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:

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

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# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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



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

Page 1 of 2

VOLUME 12315 FOLIO 592

Security no : 124113581149H  
Produced 21/03/2024 09:17 AM

### LAND DESCRIPTION

Lot 3 on Plan of Subdivision 836573N.  
PARENT TITLE Volume 08208 Folio 128  
Created by instrument PS836573N 30/06/2021

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
GREGORY DUANE JUNIO  
CAITLIN ELYSE SMITH both of UNIT 3 13 JOAN STREET SUNSHINE WEST VIC 3020  
AU700267K 17/08/2021

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX156980S 16/08/2023  
WESTPAC BANKING CORPORATION

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 set out under DIAGRAM LOCATION below.

### DIAGRAM LOCATION

SEE PS836573N FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 3 13 JOAN STREET SUNSHINE WEST VIC 3020

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK  
Effective from 16/08/2023

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS836573N

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

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DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS836573N</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>21/03/2024 09:17</b>

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<h1>PLAN OF SUBDIVISION</h1>	<h2>EDITION 1</h2>	<h1>PS 836573N</h1>
------------------------------	--------------------	---------------------

<p><b>LOCATION OF LAND</b></p> <p>PARISH: DERRIMUT</p> <p>TOWNSHIP: -</p> <p>SECTION: 10</p> <p>CROWN ALLOTMENT: -</p> <p>CROWN PORTION: 7 (PART)</p> <p>TITLE REFERENCE: VOL. 8208 FOL. 128</p> <p>LAST PLAN REFERENCE: LP11042 (LOT 688)</p> <p>POSTAL ADDRESS: 13 JOAN STREET (at time of subdivision) SUNSHINE WEST 3020</p> <p>MGA2020 CO-ORDINATES: E: 306 686                      ZONE: 55 (of approx centre of land                      N: 5 815 206 in plan)</p>	<p>Council Name: Brimbank City Council</p> <p>Council Reference Number: S38/2020 Planning Permit Reference: P121/2020 SPEAR Reference Number: S155215J</p> <p><b>Certification</b></p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Robert Shatford for Brimbank City Council on 30/04/2021</p> <p><b>Statement of Compliance</b> issued: 06/05/2021</p>
---	---

VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	<p>COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LAND IN LOTS 1 TO 3</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.</p> <p><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></p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:                      MEDIAN: BOUNDARIES MARKED 'M'                      EXTERIOR FACE: ALL OTHER BOUNDARIES</p> <p style="text-align: center;">~~~~~ DEPICTS STRUCTURE (NON-BOUNDARY)</p>
NIL	NIL	
NOTATIONS		<p>DEPTH LIMITATION: DOES NOT APPLY</p> <p><b>SURVEY:</b> This plan is based on survey.</p> <p><b>STAGING:</b> This is not a staged subdivision. Planning Permit No. P121/2020</p> <p>This survey has been connected to permanent marks No(s).</p> <p>In Proclaimed Survey Area No.</p>
NOTATIONS		
DEPTH LIMITATION: DOES NOT APPLY		

**EASEMENT INFORMATION**

**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

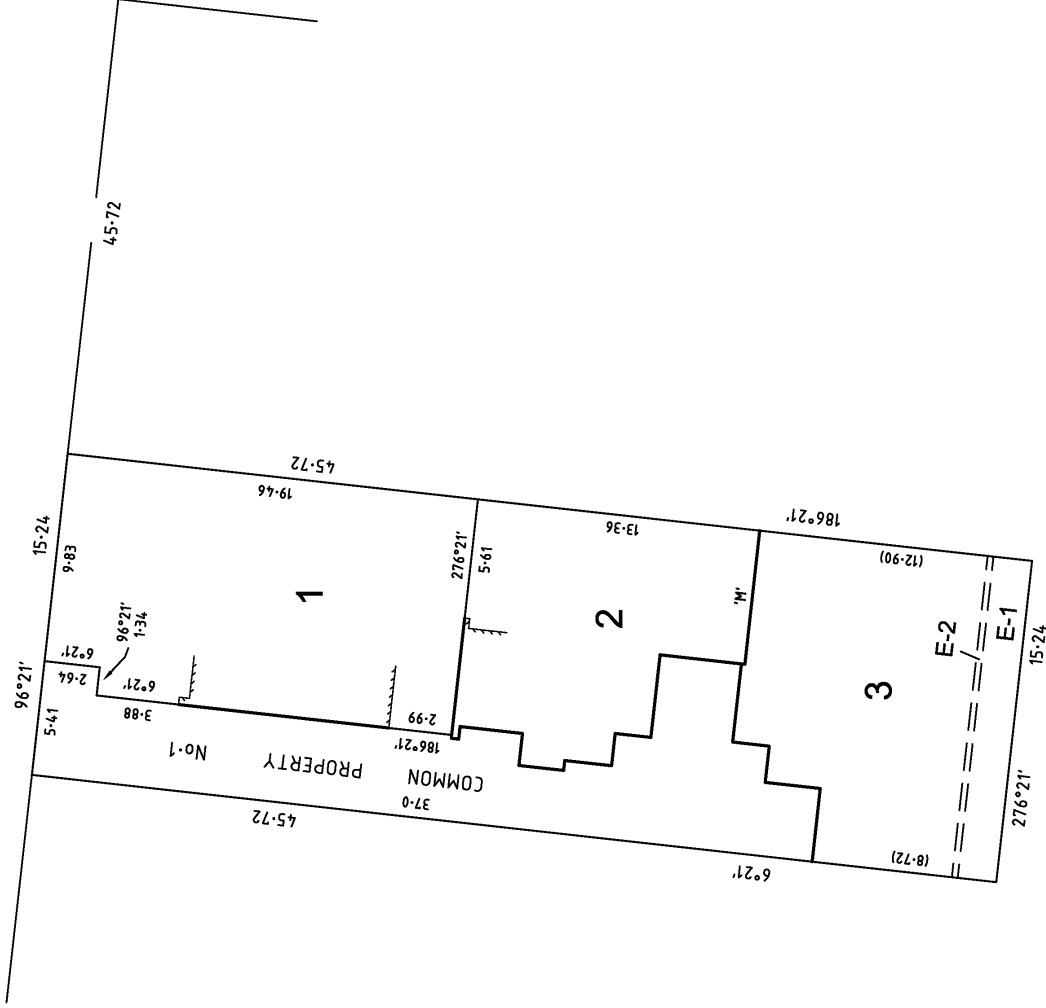
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE AND SEWERAGE	1.83	LP 11042	LOTS IN LP 11042 BRIMBANK CITY COUNCIL CITY WEST WATER CITY WEST WATER
E-1	DRAINAGE	1.83	THIS PLAN	
E-1	SEWERAGE	1.83	THIS PLAN	
E-2	SEWERAGE	0.17	THIS PLAN	

<p><b>MOONLAND GROUP</b></p> <p>ABN 97 994 395 762    Level 1, 1 Carters Avenue    T 9824 0354 info@moonland.com.au    Toorak, VIC, 3142    M 0401 005 921</p>	<p>SURVEYORS FILE REF: M2090</p> <p>Digitally signed by: ROBERT MCCAULEY, Licensed Surveyor, Surveyor's Plan Version (04), 30/04/2021, SPEAR Ref: S155215J</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p>PLAN REGISTERED TIME: 11:30am    DATE: 30 / 6 / 2021 Rod Speer Assistant Registrar of Titles</p>	<p>SHEET 1 OF 2</p>
--	--	--	---------------------

PS 836573N

JOAN STREET  
STREET

DINNELL STREET



ABN 97 994 395 762  
info@moonland.com.au  
Level 1, 1 Carlens Avenue  
Toorak, VIC, 3142  
T 9824 0654  
M 0401 005 921

SCALE  
1:200  
Digitally signed by: ROBERT MCCAULEY, Licensed  
Surveyor,  
Surveyor's Plan Version (04),  
30/04/2021, SPEAR Ref: S155215J

ORIGINAL SHEET  
SIZE: A3  
Digitally signed by:  
Brimbank City Council,  
30/04/2021,  
SPEAR Ref: S155215J

SHEET 2



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 21/03/2024 09:17:45 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS836573N**

The land in PS836573N is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

13 JOAN STREET SUNSHINE WEST VIC 3020

OC052373Q 30/06/2021

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC052373Q 30/06/2021

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	25	25
Lot 2	50	50
Lot 3	50	50
<b>Total</b>	<b>125.00</b>	<b>125.00</b>

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



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 21/03/2024 09:17:45 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS836573N**

Statement End.



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>1382727</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>21/03/2024 09:17</b>

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*The Registrar of Titles  
Melbourne  
Please register this transfer  
Page in book 24111*

NEWMAN FOX AND WINGROVE

1382727

*G. R. Proudfoot*

VICTORIA.

*29500 35*

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



TRANSFER OF LAND.



H. 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 -----  
CONSIDERATION of the sum of ~~FOUR THOUSAND TWO HUNDRED AND~~ <sup>THREE THOUSAND SEVEN HUNDRED AND</sup>  
~~EIGHT POUNDS~~ <sup>EIGHT POUNDS</sup> 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 notes.  
16/10/28*

*24/10/28  
15/10/28*

IMAGED

*Transfer Km 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. Dunlop* Director  
*W. H. Hovton* Director



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

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

ENCUMBRANCES REFERRED TO.

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

*W. H. Newman*  
*17/10/28*

5<sup>th</sup> of issue

1<sup>st</sup> of (5018 Part)  
412  
No area to be given  
by Part of the Portion of Sec 10  
Part of Decree  
County of Broward  
Enclose the lot herein

2<sup>nd</sup> of (5018 Part)  
412  
No area to be given  
by Part of the Portion of Sec 10  
Part of Decree  
County of Broward  
Enclose the lot herein

3<sup>rd</sup> of  
Red Blue (5018 Part)  
413  
No area to be given  
by Part of the Portion of Sec 10  
Part of Decree  
County of Broward  
Enclose the lot herein  
As to this any part implied

4<sup>th</sup> of  
Red Blue (5018 Part)  
413  
No area to be given  
by Part of the Portion of Sec 10  
Part of Decree  
County of Broward  
Enclose the lot herein  
As to this any part implied

5<sup>th</sup> of  
Red Blue (5018 Part)  
413  
No area to be given  
by Part of the Portion of Sec 10  
Part of Decree  
County of Broward  
Enclose the lot herein  
As to this any part implied

Under an act  
Chas. 8944 + 919  
L.P. 110789A  
being lots 89A and  
919 on L.P. 11042

Dray Scha  
1<sup>st</sup> lot 51  
2<sup>nd</sup> " 216  
3<sup>rd</sup> lot 22 to 201-  
4<sup>th</sup> " 24 to 201-  
5<sup>th</sup> " 112  
Total 52.74 7/6  
7/11/28

K. DA.  
30.10.28

DATED

1928

H. SCOTT PTY. LTD.

- to -

K. G. HOOPER ESQ.

TRANSFER OF LAND.

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

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	REGISTERED BY THE REGISTRAR
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 FOL 1003413-4

*M. J. Peterson*  
ASSISTANT REGISTRAR OF TITLES

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

1015409

## APPLICANT'S NAME & ADDRESS

DGK CONVEYANCING C/- TRICONVEY (RESELLER) C/-  
LANDATA

MELBOURNE

## VENDOR

JUNIO, GREGORY DUANE

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

352347

This certificate is issued for:

LOT 3 PLAN PS836573 ALSO KNOWN AS 3/13 JOAN STREET SUNSHINE WEST  
BRIMBANK CITY

The land is covered by the:

BRIMBANK PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :  
<http://planningschemes.dpcd.vic.gov.au/schemes/brimbank>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

21 March 2024

**Sonya Kilkenny**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

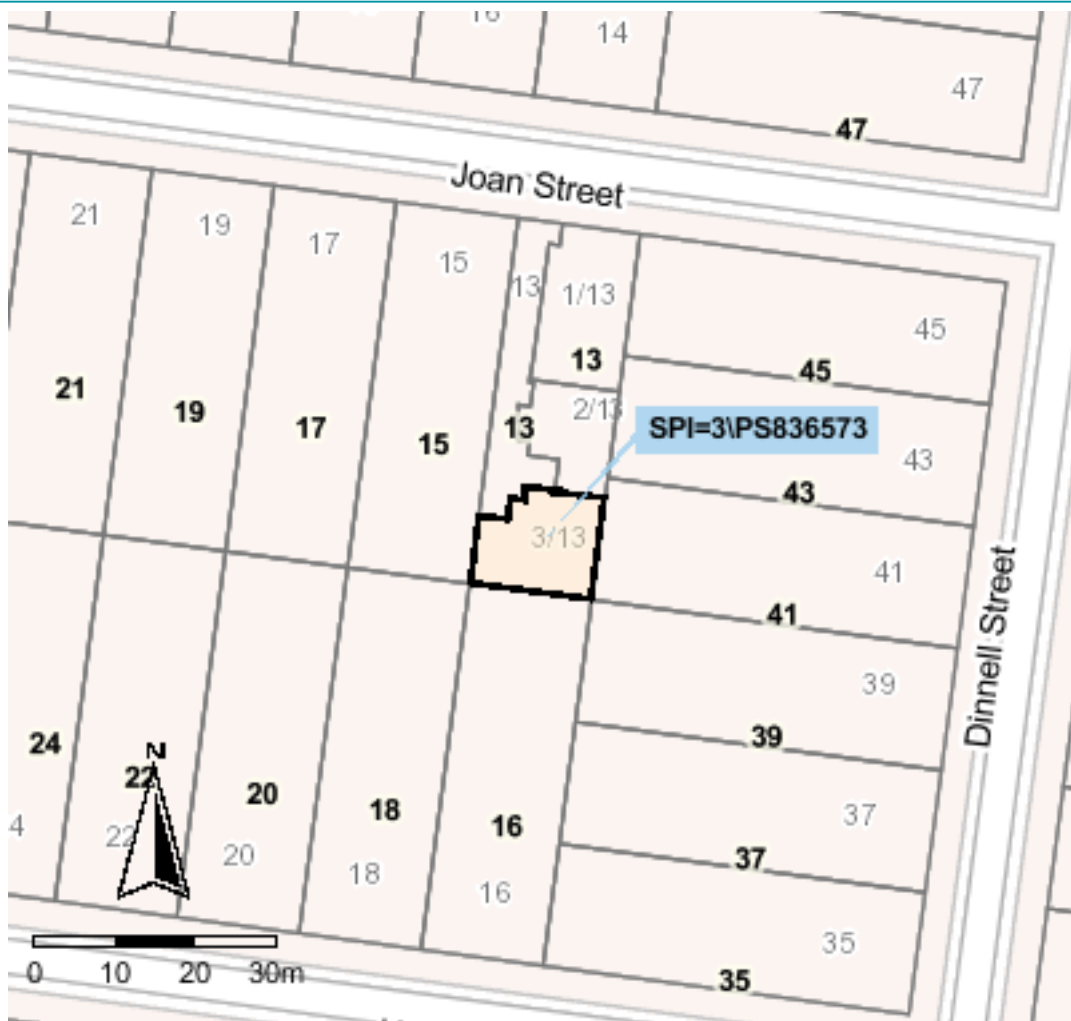
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

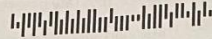
The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

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



## 2023-24 Annual Rates and Charges Third Instalment Reminder Notice

For the Period 1 July 2023 to 30 June 2024



MR G D JUNIO & MS C E SMITH  
UNIT 3  
13 JOAN STREET  
SUNSHINE WEST VIC 3020



023  
1004587  
R1\_10395

Property Unit 3 13 JOAN STREET SUNSHINE WEST VIC 3020  
LOT 3 PLN 835673

### Tax Invoice

Assessment No. 1174572

Date of Issue 22 Jan 2024

### Rate Enquiries

Monday to Friday 8.45am - 5pm

Phone: 03 9249 4000

TTY: 03 9249 4999

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

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

Arrears Due Immediately	Due Date
Amount Payable	

Instalment 3 Amount Payable	Due Date
\$378.00	29 Feb 2024

Instalment 4 Amount Payable	Due Date
\$378.00	31 May 2024

### Particulars of Rates and Charges:

3rd Instalment 2023/2024 due 29 Feb 2024 \$378.00  
Balance of 2023/2024 Rates and Charges \$378.00

Total Balance Rates and Charges 2023/2024 \$756.00

Late payments will attract interest at 10%  
Payments made on or after 08 January 2024  
may not have been deducted from this account.

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

### 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)  
\* additional charges may apply

To have your notices emailed  
Register at [brimbank.enotices.com.au](http://brimbank.enotices.com.au)  
Reference No: 7D8D76887Z

**Bill**er Code: 93948  
Ref: 0000 1174 572  
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)

**Post** Billpay  
Code: 0355  
Ref: 1174 572  
Pay in-store at Australia Post,  
by phone 13 18 16 or online at  
[auspost.com.au/postbillpay](http://auspost.com.au/postbillpay)

Assessment No: 1174572

Arrears/Instalment Amount Payable  
**\$378.00**

**Payment Due By  
29 February 2024**



\*355 1174572

**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.



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1254 3559 7112

DATE OF ISSUE - 21/03/2024

APPLICATION NO.

1191653

LANDATA COUNTER SERVICES

YOUR REF.  
72234046-027-5

SOURCE NO. 99904685210

**PROPERTY:** 3/13 JOAN STREET SUNSHINE WEST VIC 3020

## Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of four hundred and two dollars and sixteen cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2023 - 30/06/2024	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	118.16	Quarterly	31/03/2024	88.62	29.54
PARKS SERVICE CHARGES	84.86	Annually	30/06/2024	84.86	0.00
WATER NETWORK CHARGE RESIDENTIAL	206.40	Quarterly	31/03/2024	154.80	51.04
SEWERAGE NETWORK CHARGE RESIDENTIAL	269.56	Quarterly	31/03/2024	202.17	67.39
<b>TOTAL</b>	<b>678.98</b>			<b>530.45</b>	<b>147.97</b>

Service charges owing to 30/06/2023	0.00
Service charges owing for this financial year	147.97
Volumetric charges owing to 15/02/2024.	105.66
Adjustments	0.00

<b>Current amount outstanding</b>	<b>253.63</b>
Plus remainder service charges to be billed	148.53
<b>BALANCE including unbilled service charges</b>	<b>402.16</b>

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1254 3559 7112





# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1254 3559 7112

DATE OF ISSUE - 21/03/2024

APPLICATION NO.

1191653

Please note the water meter on this property was last read on 15/02/2024.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 15/02/2024 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	\$1.03 per day
Sewerage Disposal Charge	\$0.20 per day

If a final meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 15/02/2024 to the final meter read date will be forwarded to the vendor of the property.

Where applicable, this statement gives particulars of Greater Western 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

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1254 3559 7112

DATE OF ISSUE - 21/03/2024

APPLICATION NO.

1191653

## 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 Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "R. Charrett", with a horizontal line underneath.

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN 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.

Greater Western 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.

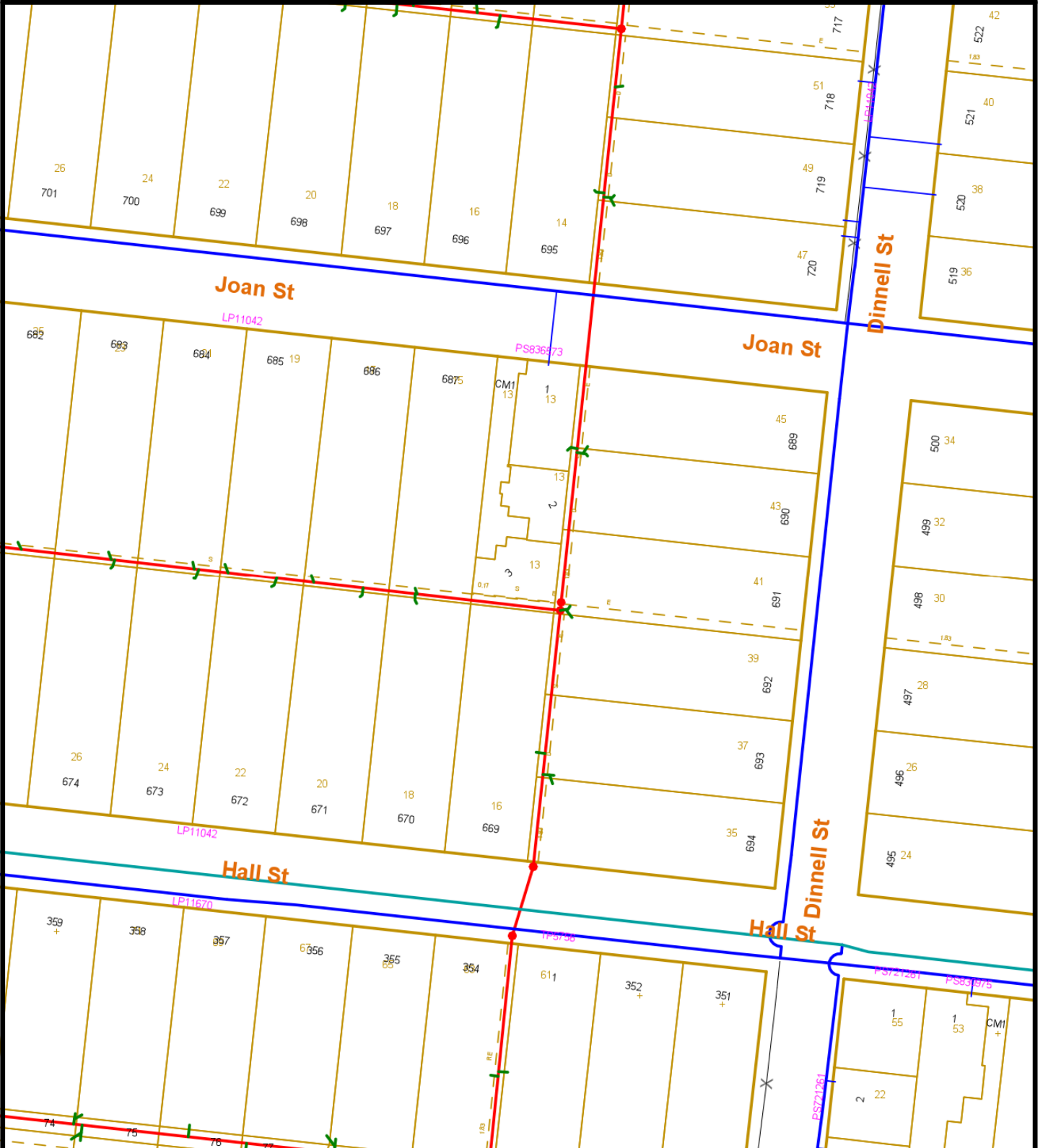
Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



# Encumbrance Plan

## 3/13 JOAN STREET SUNSHINE WEST 3020

### Application No. 1191653



### 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: 21/03/2024

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. Greater Western Water 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.

# Sample owners corporation certificate

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

Owners corporation number

Address

**3/13 Joan Street, Sunshine West VIC**

This certificate is issued for lot

**688**

on plan of subdivision  
number

**011042**

Postal address

3/13 Joan Street, Sunshine West VIC 3020

Applicant for the certificate

DGK Conveyancing

Address for delivery of certificate

PO Box 321, Yea VIC 3717

Date that the application was  
received

27 March 2024

## Important:

The information in this certificate is issued on (insert date) 2 April 2024

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 3 is \$1,102.55 payable annually
2.	The date which the fees for the lot have been paid up to is 24 October 2024
3.	The total of any unpaid fees or charges for the lot is Nil:
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:
5.	The owners corporation has the following insurance cover: <ul style="list-style-type: none"><li>• company name: Budget Direct</li><li>• policy number: 115989147 11</li><li>• type of policy: Public Liability</li><li>• public liability amount: \$20,000,000</li><li>• renewal date: 24 October 2024</li></ul>

6.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? Yes. 25 October 2023
7.	Documents required to be attached to the owners corporation certificate are:
	<ul style="list-style-type: none"> <li>• A copy of the consolidated rules registered at Land Victoria</li> <li>•</li> </ul>
8.	the owners corporation register in writing to:

This owners corporation certificate was prepared by: **DGK Conveyancing**

Postal address	PO Box 321, Yea VIC 3717
(signature)	<i>Fiona Buchanan</i>
(print name)	FIONA BUCHANAN
(name of management company if relevant) as delegate of the owners corporation	
Signature of lot owner	
Name of lot owner (block letters)	Gregory Junio
Lot number	3
Date	27 March 2024

# Cover letter

## Important information

This *Cover Letter* becomes your **Insurance Contract** together with the most recent:

- *Product Disclosure Statement*
- *Supplementary Product Disclosure Statement (if applicable)*
- *Insurance Certificate*
- *Declarations*

After reading the documents carefully, you should keep them in a safe place for future reference.

### What you need to do now

Please review all pages of your insurance policy documents carefully. In particular, you need to check all the details in the *Insurance Certificate* and *Declarations*. It's an important part of your **duty not to make a misrepresentation** to tell us if any details are incorrect or need updating.

### How to read these documents

We've included icons to make it easier for you to read the documents.

- |   |                                       |   |                              |
|---|---------------------------------------|---|------------------------------|
|    | Important Information                 |    | What you are covered for     |
|  | Check the information you've provided |  | What you are not covered for |



# Insurance Certificate

Unit 3 13 Joan Street, Sunshine West, VIC 3020



This is the information we have on our records. Please ensure the information and what your home and contents is insured for is correct and meets all your current insurance cover needs.

## Policy number - 115989147 11 ?

Policyholder(s) **Gregory Junio**

Period of insurance

Start date **25 October 2023 12:00am AEST**

Expiry date **24 October 2024 11:59pm AEST**

Insured address **Unit 3 13 Joan Street,  
Sunshine West VIC 3020**

## Contact details ?

Contact number(s) **0400 155 852**

Postal address **Unit 3 13 Joan Street,  
Sunshine West VIC 3020**

Email address **gregjunio@outlook.com**

## Cover summary ?

Home cover **Insured for \$464,100**

Contents cover **Insured for \$77,625**

### Optional cover

Motor Burnout **Not included**

Flood **Not included**

**Important note:** This policy does NOT cover Flood

Accidental Damage **Not included**

### Home cover options

Sum Insured Safeguard **Not included**

### Contents cover options

Specified Contents **Not included**

Unspecified Personal Effects **Not included**

Specified Personal Effects **Not included**

Commercial Storage **Not included**

### Legal Liability

Limit of liability **\$20 million**

## Excess(es) on claims !

Home basic excess **\$500**

Contents basic excess **\$500**

Your basic excess will apply to any Legal Liability claim

### Additional excesses

These excesses apply in addition to your basic excess:

Earthquake or tsunami excess **\$500**

Unoccupancy excess **\$1000**

## Mortgagee

**Bank of Melbourne**

## Product issuer

**Auto & General Insurance Company Limited**  
ABN 42 111 586 353  
AFS Licence No 285571

## Managing agent

**Auto & General Services Pty Ltd**  
AFS Licence No 241411  
SMS 'CHAT' to **+61 437 968 251**  
Customer Services Phone **1800 182 310**  
Claims Phone **1800 069 336**

# Your premium

Unit 3 13 Joan Street, Sunshine West, VIC 3020

## Your premium

Refer to 'Your pay plan' section for your payment schedule



Description	Amount	Emergency Services Levy	GST*	Stamp Duty	Total
Home premium	\$631.24	\$0.00	\$63.12	\$69.44	\$763.80
Contents premium	\$207.95	\$0.00	\$20.80	\$22.88	\$251.63
Instalment processing fee	\$79.20	\$0.00	\$7.92	\$0.00	\$87.12
<b>Total amount payable</b>					<b>\$1,102.55</b>

## About your renewal premium

The premium we quote is the amount you must pay for this insurance. The premium takes into account factors such as:

- all relevant government charges, taxes, and levies
- any optional covers you choose
- any previous claims
- people who live in your home
- the amount of your excess
- the location and characteristics of your home
- the security features you have
- your nominated sum insured.

We may change these or other factors at any time, and this might affect your premium. The premium we quote for insurance is at our discretion.

\*In accordance with the GST law relating to insurance premiums, the GST amount may be less than 10% of the total amount payable.



# Declarations

## Unit 3 13 Joan Street, Sunshine West, VIC 3020

This is the information we have on our records, based on the questions we asked and the answers you gave us. Please check that the answers you provided still apply and contact us if anything has changed. This is an important part of your **duty not to make a misrepresentation**.

### Policyholder(s) ?

#### The policyholder(s) are

Name **Gregory Junio**

Date of birth **27/05/1993**

#### About the policyholder(s) and household members

Has any policy holder or household member ever been convicted of a criminal offence? You don't have to tell us about convictions the law allows you not to disclose.

**No**

In the last 5 years has any policy holder or household member had an insurance company cancel or refuse to renew insurance?

**No**

In the last 5 years has any policy holder or household member had any thefts or burglaries or made any insurance claims for home and/or contents including personal effects?

**No**

### About your home ?

#### The home

What type of property is the home?

**Apartment/Flat/Unit**

What year was the home built?

**2021**

Is the home part of a Body Corporate or Strata Title complex?

**No**

What is the main building material of the exterior walls?

**Brick veneer**

What is the main construction material of the roof?

**Colorbond**

Is the home structurally sound, well maintained, in good condition and watertight?

**Yes**

#### Occupancy of the home

How is the home occupied?

**Owner occupied**

When did you move to this address?

**August 2021**

Is any person living in the home retired?

**No**

Will the home be unoccupied during the term of the policy?

**No**

How many unrelated people live in the home?

**0**

### Security – external doors and accessible windows

Are all external doors of the home including sliding, bi-fold or French doors secured with any combination of the following?

**Yes**

- double-keyed deadlocks
- patio bolts/key-operated sliding door locks
- triple-locked security doors

Are all windows of the home that are on the ground or first floor level secured with any combination of the following?

**Yes**

- key-operated window locks
- security screens/bars/grilles

Is the home fitted with a security alarm?

**Yes**

It has these features:

**an external siren, an internal siren**

### Home-based business

Is any part of the property used as a business premises, or for buying, selling or storing business products, services or equipment?

**No**

### Construction, alterations, renovation or demolition

Is the home being constructed, or undergoing renovation, alteration, extension or being demolished?

**No**

# Your pay plan

## Your payment schedule

This table shows the payment arrangements to the Direct Debit Request (DDR), credit card payment authority or PayPal agreement, you authorised to AGS (User ID: 142038) either over the telephone or the internet. If your payments are made by Direct Debit please also refer to the DDR Service Agreement.

For privacy and security reasons we encrypt part of your credit card or account number.

<b>Date</b> (on or after)	<b>Amount</b> (inc. GST)	<b>GST</b>	<b>Account</b>	<b>Status</b>
04/11/2023	\$92.09	\$7.69	Paypal Acct B-0SN43929EU6238317	To be lodged
04/12/2023	\$91.86	\$7.65	Paypal Acct B-0SN43929EU6238317	To be lodged
04/01/2024	\$91.86	\$7.65	Paypal Acct B-0SN43929EU6238317	To be lodged
04/02/2024	\$91.86	\$7.65	Paypal Acct B-0SN43929EU6238317	To be lodged
04/03/2024	\$91.86	\$7.65	Paypal Acct B-0SN43929EU6238317	To be lodged
04/04/2024	\$91.86	\$7.65	Paypal Acct B-0SN43929EU6238317	To be lodged
04/05/2024	\$91.86	\$7.65	Paypal Acct B-0SN43929EU6238317	To be lodged
04/06/2024	\$91.86	\$7.65	Paypal Acct B-0SN43929EU6238317	To be lodged
04/07/2024	\$91.86	\$7.65	Paypal Acct B-0SN43929EU6238317	To be lodged
04/08/2024	\$91.86	\$7.65	Paypal Acct B-0SN43929EU6238317	To be lodged
04/09/2024	\$91.86	\$7.65	Paypal Acct B-0SN43929EU6238317	To be lodged
04/10/2024	\$91.86	\$7.65	Paypal Acct B-0SN43929EU6238317	To be lodged

## **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.

#### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

#### **1.5 Fire safety information**

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

### **2. Committees and sub-committees**

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

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

### **3. Management and administration**

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

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

### **4. Use of common property**

#### **4.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

#### **4.2 Vehicles and parking on common property**

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### 4.3 Damage to common property

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

## 5. Lots

### 5.1 Change of use of lots

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

#### Example

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

### 5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

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

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

## 6. Behaviour of persons

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

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

### 6.2 Noise and other nuisance control

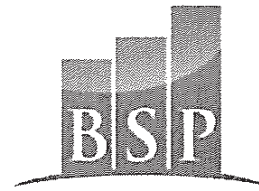
- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation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

## 7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
  - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
  - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
  - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's 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*.

# 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



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	1a ii
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:



# Occupancy Permit

Form 16 Building Act 1993 Building Regulations 2018 – Regulation 192



Permit No: BS-U 1301 7801264000883

**Property Details:** Lot (688) 13 Joan Street SUNSHINE WEST VIC 3020  
**Units:** Unit 3  
**Title Details:** LP/PS: LP011042, Vol: 08208, Folio: 128  
**Municipal District:** BRIMBANK CITY COUNCIL

## Building Permit Details

Building Permit No.: 7801264000883  
Version of BCA applicable to building permit: BCA 2016 Volume 2

## Building Details

Building / Part of Building to which Permit Applies	Permitted Use	BCA Class	Maximum Floor Live Load	Maximum Number of People
Dwelling	Domestic	1aii	1.5	N/A
Garage	Minor Domestic Storage	10a	2.5	N/A

## Suitability for occupation

At the date this occupancy permit is issued, the building or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

## Relevant Building Surveyor

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

Occupancy Permit No.: BS-U 1301 7801264000883  
Date of Issue: 27/04/2021  
Date of Final Inspection: 9/04/2021

Signature:

A handwritten signature in blue ink, appearing to read 'Philip Watt', is written over a faint blue grid background.

## Domestic Building Insurance

## Certificate of Insurance

<b>EDEN GRANGE DEVELOPMENTS PTY LTD</b> 72 Clarinda Road MOCNEE PONDS Vic 3029	Policy Number <b>C468595</b>
	Policy Inception Date: <b>16/10/2019</b>
	Builder Account Number <b>227161</b>

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:	<b>C03: New Multi-Dwelling Construction</b>
At the property	<b>Unit 3 13 Joan St SUNSHINE WEST VIC 3020 Australia</b>
Carried out by the builder	<b>EDEN GRANGE DEVELOPMENTS PTY LTD</b>
Builder ACN	<b>608460055</b>
<p><small>NOTE</small> 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.</p>	
For the building owners):	<b>EDEN GRANGE DEVELOPMENTS PTY LTD</b>
Pursuant to a domestic building contract dated:	<b>16/10/2019</b>
For the contract price of:	<b>\$ 150,000.00</b>
Type of Cover	<b>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 *</b>
The maximum policy limit for claims made under this policy is:	<b>\$300,000 all inclusive of costs and expenses *</b>
The maximum policy limit for non-completion claims made under this policy is:	<b>20% of the contract price limited to the maximum policy limit for all claims under the policy*</b>

### 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 [dba@vma.vic.gov.au](mailto:dba@vma.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>\$1,010.00</b>
GST	<b>\$101.00</b>
Stamp Duty	<b>\$111.10</b>
<b>Total:</b>	<b>\$1,222.10</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*

