

# Contract of Sale of Real Estate

**Property address**                    **LOT 103/368 GEELONG ROAD WEST FOOTSCRAY VIC 3012**

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

The terms of this contract are contained in the -

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as 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 ...../...../2023

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

State nature of authority, if applicable: .....

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2023

**Print name(s) of person(s) signing:**                    **GARY JAMES HUBBLE AND JULIE ANNE HUBBLE**

State nature of authority, if applicable: .....

The **DAY OF SALE** is the date by which both parties have signed this contract.

### IMPORTANT NOTICE TO PURCHASERS

**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 have previously signed a contract for the sale of the same land in substantially the same terms; or  
\* you are an estate agent or a corporate body.

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

## 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.

### Particulars of sale

#### Vendor's estate agent

HARCOURTS RATA & CO  
219 High Street, Thomastown, VIC 3074  
Email: sold@rataandco.com.au  
Tel: 03 9465 7766 Mob:

Fax: 03 9464 3177 Ref:

#### Vendor

**GARY JAMES HUBBLE AND JULIE ANNE HUBBLE**

#### Vendor's legal practitioner or conveyancer

**Melbourne Real Estate Conveyancing Pty Ltd**  
954 High Street Reservoir Vic 3073  
Email: amal@melbournerec.com.au  
Tel: 94646732 Mob:

Fax: Ref: AJ:23/2137AJ

#### 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 11456 Folio 918	103	PS702502M

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **LOT 103/368 GEELONG ROAD WEST FOOTSCRAY VIC 3012**

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

All Fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

**Payment** (general condition 14 and 17)

Price	\$			
Deposit	\$	_____	by	(of which \$ _____ has been paid)
Balance	\$	_____		payable at settlement

**GST** (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

**Settlement** (general condition 17)

**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
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1

**Subject to lease**

If '**subject to lease**' then particulars of the lease are : See attached.

**Terms contract** (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

**Loan** (general condition 20)

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

Lender:

Loan amount

Approval date:

FIRB APPROVAL REQUIRED (Special Condition 16)

YES ..... Passport Provided? Yes or No? .....

Passport Number .....

NO .....

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

<b>Special conditions</b>
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INFORMATION ONLY

## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment:  No  Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

### GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid:  at completion  at another time (specify):

Is any of the consideration not expressed as an amount in money?  No  Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

# Special Conditions

## 1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

## 2. Acceptance of title

General condition 12.4 is added:

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

## 3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
  - 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
  - 3.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
  - 3.4 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.
  - 3.5 The Purchaser must:
    - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
    - (b) ensure that the representative does so.
  - 3.6 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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
    - (b) promptly provide the vendor with proof of payment; and
    - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
  - (e) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
    - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
    - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
  - 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
  - 3.9 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.
  - 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 4. Electronic Conveyancing

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

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 Each party must:
- be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
  - ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
  - conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
- the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 The parties must do everything reasonably necessary to effect settlement:
- electronically on the next business day; or
  - at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 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.
- 4.9 The Vendor must before settlement:
- deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
  - deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the Estate Agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the vendor holds those documents, items and keys at the Vendor's address set out in the contract, and
  - direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

#### 5. GST withholding

- 5.1 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.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 The purchaser must:

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

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

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

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

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

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

5.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 of 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.

5.10 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

5.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation*

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.

5.12 This general condition will not merge on settlement.

## 6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

## 7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

## 8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

## 9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 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 the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.
- 9.5 The Purchaser Acknowledges that works relating to Cladding was completed in June 2022 and External façade work was fully completed in mid-Jan 2023 as outlined within the Owners Corporation Certificate. The purchaser is to make their own inquiry in this regard. The Purchaser assumes full responsibility and liability in relation to this special condition and the purchaser cannot request, make claim, seek compensation or delay settlement or rescind or terminate this Contract whatsoever because of this special condition. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to all matters referred in this special condition.

## 10. Improvements.

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or

claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

## **11. Planning.**

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

## **12. Restrictions.**

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

## **13. Settlement.**

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$120.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$120.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

## **14. Licence Agreement.**

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$220.00 plus GST and shall be adjusted for and payable at settlement.

## **15. Guarantee & Indemnity.**

- 15.1 Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

## **16. Foreign Acquisitions and Takeovers Act 1975.**

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
  - 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
  - 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor

- 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is

30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.

- 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

## **17. Loans / Finance**

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

## **18. Indemnity – Estate Agent**

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

## **19. Adjustments of Outgoings**

- 19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
  - (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or
- 19.2.2 On such other basis,
- as the Vendor may reasonably direct the Purchaser on or before the settlement date.
- 19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

## **20. Land Tax**

Purchaser acknowledges no money shall be withheld from the vendor out of the residue on account of any Land Tax which may be or may hereafter become charged on the land. The vendor covenants with and warrants to the purchaser that it shall make all proper returns and pay and Land Tax assessed to the vendor within the time limited by the assessment notice. The vendor shall indemnify the purchaser in respect of any Land Tax charged upon the Land to the Settlement Date. This Indemnity shall be continuing indemnity and shall not merge upon a transfer of land. Land tax is to be adjusted either on the single holding amount or the proportional amount whichever is higher. General Condition 23 is amended to read the same.

## **21. Stamp Duty – Purchasers Buying in unequal Interest**

- 21.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 21.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 21.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

## **22. Vendor Statement**

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

## **23. Trust**

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

- 23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;
- 23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.
- 23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

#### **24. Personal property securities register**

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

#### **25. Solar Panels**

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

- 25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;
- 25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;
- 25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and
- 25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

**GUARANTEE & INDEMNITY**

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1.HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

**SCHEDULE**

**Vendor:** .....

**Purchaser:** .....

**Guarantor:** .....

**Contract:** A contract dated the ..... of ..... 2023 between the vendor and the purchaser

**EXECUTED AS A DEED** on the ..... of ..... 2023

**SIGNED SEALED AND DELIVERED BY** )  
**The said guarantor in the presence of:** ) .....

.....  
Witness

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

### 3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

## Title

### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out 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 sale. 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 condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; 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 7.6, 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 received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
  - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - 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:
- must not exceed 10% of the price; and
  - 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:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - there are no debts secured against the property; or
    - 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
  - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - 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:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - by cheque drawn on an authorised deposit-taking institution; or
  - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- 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
  - 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:
- settlement;
  - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

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

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

#### 16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

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

#### 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

#### 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

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

## 21. BUILDING REPORT

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor’s entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.1 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; and
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

## Rural properties

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

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

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

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

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

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

## Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

# 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>	LOT 103 / 368 GEELONG ROAD WEST FOOTSCRAY VIC 3012	
<b>Vendor's name</b>	JULIE ANNE HUBBLE	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Vendor's name</b>	GARY JAMES HUBBLE	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

# 1 FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

## 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

	To	
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Other particulars (including dates and times of payments):

## 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): -

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

## 3.2. Road Access

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

## 3.3. Designated Bushfire Prone Area

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

3.4. **Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

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

Are contained in the attached certificates and/or statements, if any. None to the Vendor’s knowledge except for those disclosed herein, if any.

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:

Not Applicable.

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:

Not Applicable.

**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):

Not 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*.

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

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

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*.

Not Applicable.

### 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.)*

- Attach Due Diligence Checklist (this will be attached if ticked)

## 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)*

--

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

Page 1 of 2

VOLUME 11456 FOLIO 918

Security no : 124105201444H  
Produced 05/04/2023 03:57 PM

**LAND DESCRIPTION**

Lot 103 on Plan of Subdivision 702502M.

PARENT TITLES :

Volume 04951 Folio 103      Volume 05530 Folio 837

Created by instrument PS702502M 14/11/2013

**REGISTERED PROPRIETOR**

Estate Fee Simple

TENANTS IN COMMON

As to 99 of a total of 100 equal undivided shares

Sole Proprietor

GARY JAMES HUBBLE of 15 BLACKBOY COURT WOODRIDGE WA 6041

As to 1 of a total of 100 equal undivided shares

Sole Proprietor

JULIE ANNE HUBBLE of 15 BLACKBOY COURT WOODRIDGE WA 6041

AK775524F 12/12/2013

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AK775525D 12/12/2013  
WESTPAC BANKING CORPORATION

COVENANT as to part 1410716 24/04/1929

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 PS702502M 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 368 GEELONG ROAD WEST FOOTSCRAY VIC 3012

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 23/10/2016

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

---

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS702502M

DOCUMENT END

INFORMATION ONLY



# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS702502M</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>06/04/2023 09:01</b>

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<h1>PLAN OF SUBDIVISION</h1>	Stage No.	LRS use only	<b>PS702502M</b> 25/10/2013 \$4345 PS 
		EDITION 1	

**Location of Land**  
 Parish: CUT PAW PAW  
 Township:  
 Section: 13  
 Crown Allotment: 3  
 Crown Portion: 14 (PART) & 13 (PART)  
 Title References: VOL 5530 FOL 837  
                           VOL 4951 FOL 103  
 Last Plan Reference: LOTS 46 & 47 ON LP9753  
 Postal Address: 368-370 GEELONG ROAD,  
                           FOOTSCRAY, 3011  
 MGA 94 Co-ordinates: E 312 835  
 (Of approx. centre of plan) N 5 813 338 Zone 55

**Council Certification and Endorsement**

Council Name: City of Maribyrnong Ref: **TP605/2012**

- This plan is certified under section 6 of the Subdivision Act 1988.
- ~~This plan is certified under section 11(7) of the Subdivision Act 1988.~~  
~~Date of original certification under section 6 / /~~
- This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

**Open Space**

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / ~~has not~~ been made.

(ii) The requirement has been satisfied.

(iii) ~~The requirement is to be satisfied in Stage~~

Council Delegate *Jolley*  
~~Council seal~~  
 Date **9/10/2013**

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate  
 Council seal  
 Date / /

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
Nil	Nil

**Notations**

Depth Limitation: Does not apply

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS  
 LOCATION OF BOUNDARIES DEFINED BY BUILDINGS  
 — E — EXTERIOR FACE  
 ——— INTERIOR FACE OF FLOORS, WALLS AND CEILINGS  
 COMMON PROPERTY No.1 IS ALL OF THE LAND IN THE PLAN EXCLUDING LOTS G01 TO G06, 101 TO 110, 201 TO 206 AND INCLUDES ALL WALLS, FLOORS, CEILINGS, COLUMNS, SERVICE SHAFTS AND DUCTS.  
 NOT ALL WALLS, FLOORS, CEILINGS, COLUMNS, SERVICE SHAFTS AND DUCTS ARE NECESSARILY SHOWN ON DIAGRAMS 1 TO 3.

Staging This ~~is~~/is not a staged subdivision  
 Planning Permit No.

Survey: This plan is / ~~is not~~ based on survey.  
 To be completed where applicable.  
 This survey has been connected to permanent marks no(s).  
 In proclaimed Survey Area no.  
 Subdivision (Registrars Requirements) 2011 apply to boundaries defined by buildings.

**Easement Information**

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	1.83	LP 9753	LOTS ON LP 9753
	SEWERAGE	1.83	THIS PLAN	CITY WEST WATER LIMITED

LRS use only  
 Statement of Compliance / Exemption Statement

Received   
 Date 25/10/13

LRS use only  
 PLAN REGISTERED  
 TIME 8:55am  
 DATE 14/11/13  
 G Venn  
 Assistant Registrar of Titles

Sheet 1 of 6 Sheets

**K.R.TOOSE&ASSOCIATES PTY LTD**  
**LAND SURVEYORS**  
 INCORP. SCOT DOUGLAS & ASSOCIATES  
 Formerly Hampton Office of K.A.Reed Group  
 735 CENTRE ROAD, BENTLEIGH EAST, 3165  
 TEL: (03) 9570 9006 FAX: (03) 9570 7800

LICENSED SURVEYOR (PRINT) KEN.R.TOOSE

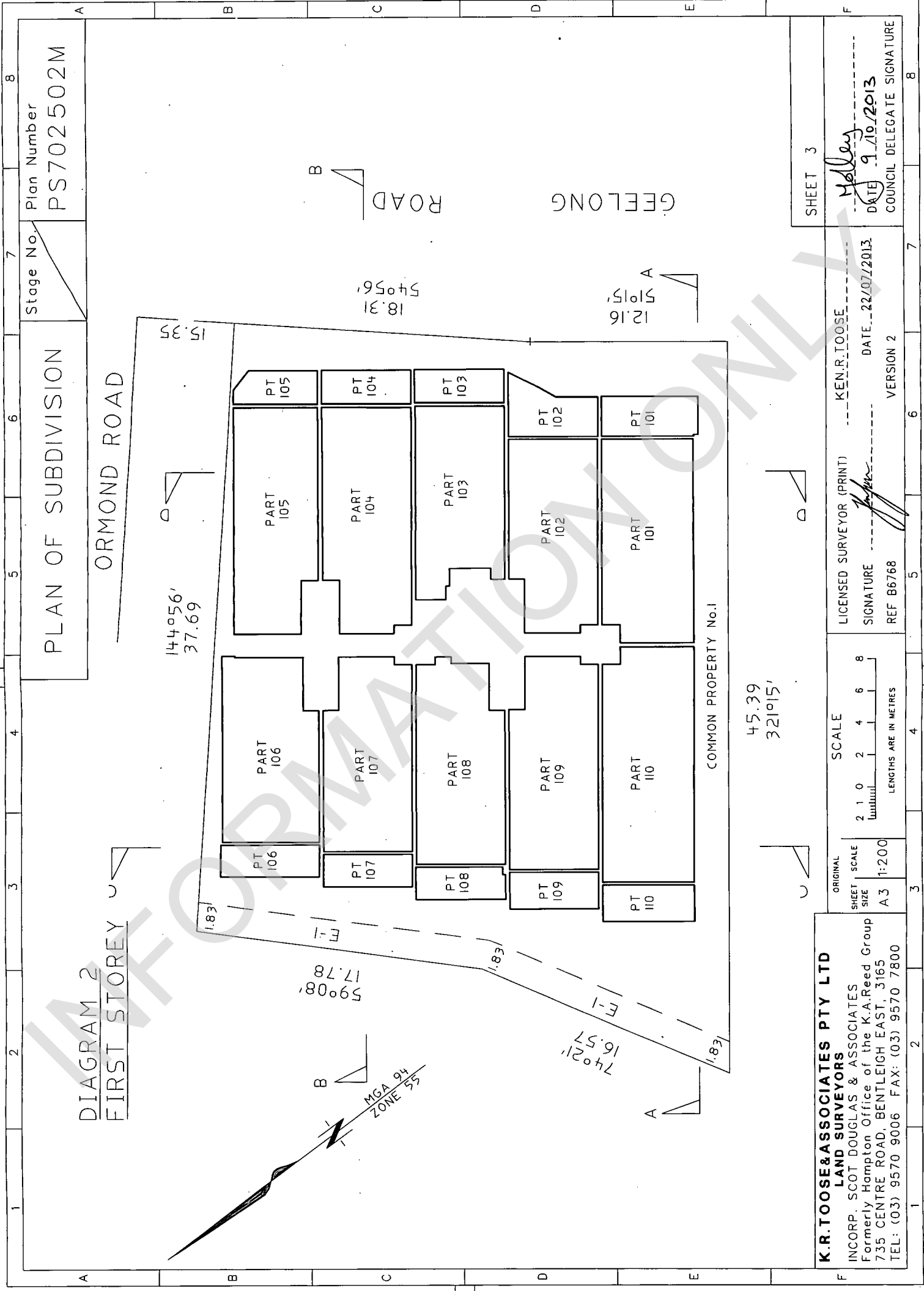
SIGNATURE *[Signature]* DATE 22/07/2013

REF B6768 VERSION 2

*Jolley*  
 DATE 9/10/2013  
 COUNCIL DELEGATE SIGNATURE

Original sheet size A3





Stage No. 7  
Plan Number PS702502M

PLAN OF SUBDIVISION

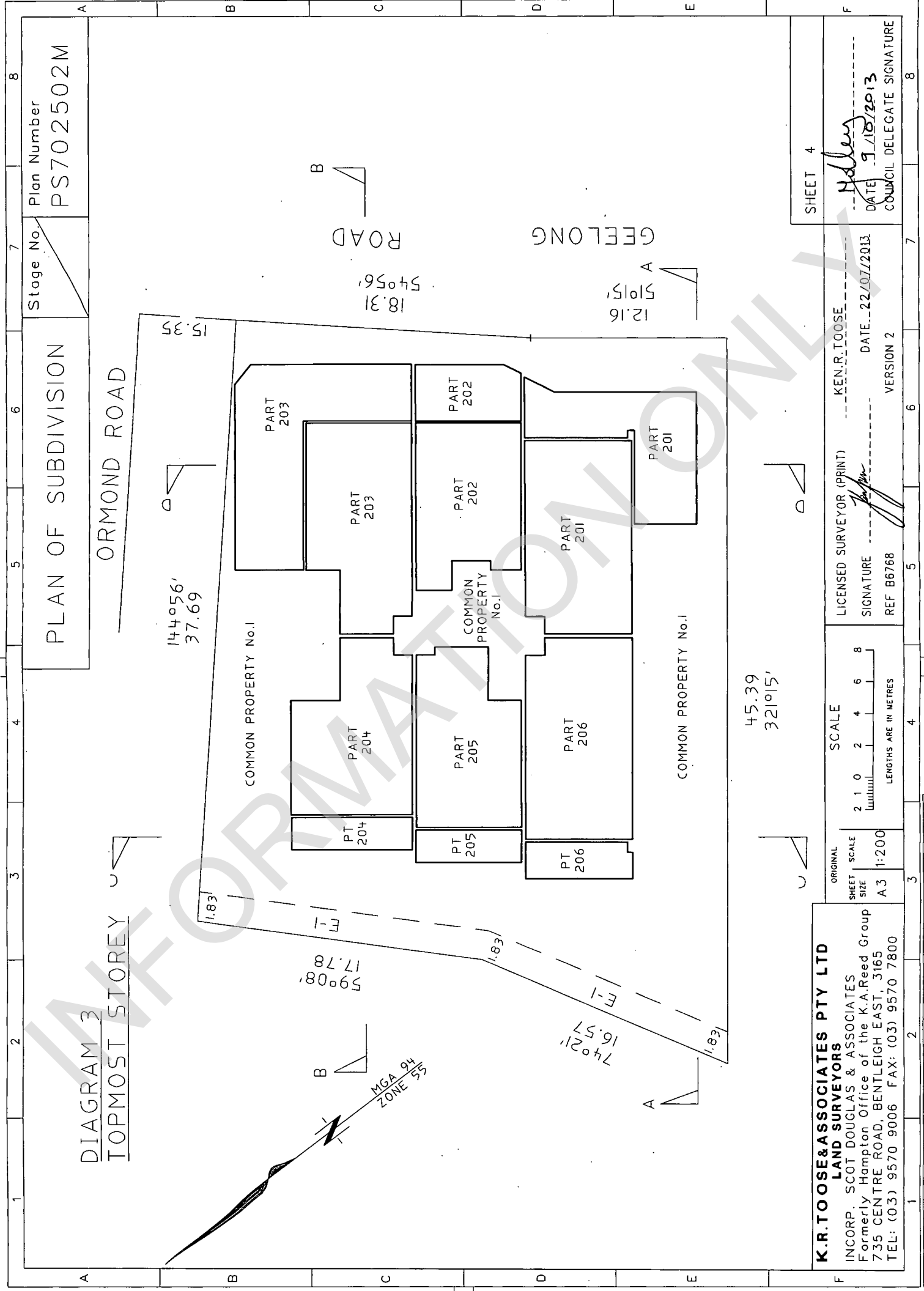
DIAGRAM 2  
FIRST STOREY

SHEET 3  
DATE 9/10/2013  
COUNCIL DELEGATE SIGNATURE  
*Holley*

LICENSED SURVEYOR (PRINT) KEN R. TOOSE  
SIGNATURE *[Signature]*  
DATE 22/07/2013  
REF B6768  
VERSION 2

ORIGINAL SCALE 1:200  
SHEET SIZE A3  
SCALE 2 1 0 2 4 6 8  
LENGTHS ARE IN METRES

**K. R. TOOSE & ASSOCIATES PTY LTD**  
**LAND SURVEYORS**  
INCORP. SCOT DOUGLAS & ASSOCIATES  
Formerly Hampton Office of the K.A. Reed Group  
735 CENTRE ROAD, BENTLEIGH EAST, 3165  
TEL: (03) 9570 9006 FAX: (03) 9570 7800



Stage No.   
 Plan Number   
 PS702502M

PLAN OF SUBDIVISION

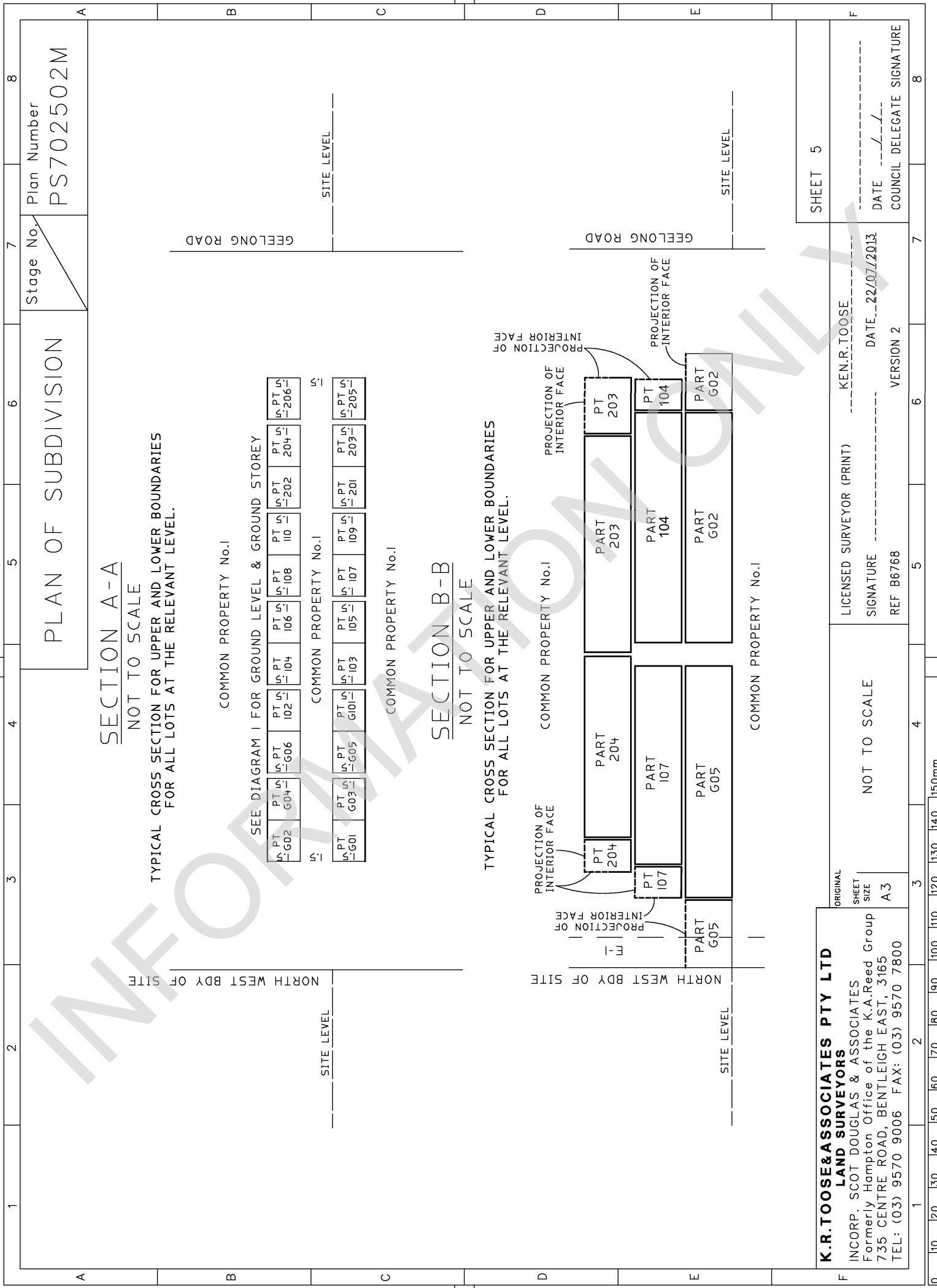
DIAGRAM 3   
 TOPMOST STOREY

SHEET 4   
 DATE 9/10/2013   
 COUNCIL DELEGATE SIGNATURE   
 *Hadden*

LICENSED SURVEYOR (PRINT) KEN R. TOOSE   
 SIGNATURE *[Signature]* DATE 22/07/2013   
 REF B6768 VERSION 2

ORIGINAL SHEET SCALE A3 1:200   
 SCALE 2 1 0 2 4 6 8   
 LENGTHS ARE IN METRES

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 Formerly Hampton Office of the K.A. Reed Group   
 735 CENTRE ROAD, BENTLEIGH EAST, 3165   
 TEL: (03) 9570 9006 FAX: (03) 9570 7800



Stage No.   
 Plan Number   
 PS702502M

PLAN OF SUBDIVISION

SECTION A-A

NOT TO SCALE

TYPICAL CROSS SECTION FOR UPPER AND LOWER BOUNDARIES FOR ALL LOTS AT THE RELEVANT LEVEL.

COMMON PROPERTY No.1

SEE DIAGRAM I FOR GROUND LEVEL & GROUND STOREY

PT G02	PT G04	PT G06	PT G04	PT G02	PT G06	PT G04	PT G02	PT G06	PT G04	PT G02	PT G06
PT G03	PT G05	PT G01	PT G03	PT G05	PT G01	PT G03	PT G05	PT G01	PT G03	PT G05	PT G01
PT G01	PT G03	PT G05	PT G01	PT G03	PT G05	PT G01	PT G03	PT G05	PT G01	PT G03	PT G05

SECTION B-B

NOT TO SCALE

TYPICAL CROSS SECTION FOR UPPER AND LOWER BOUNDARIES FOR ALL LOTS AT THE RELEVANT LEVEL.

COMMON PROPERTY No.1

PT G05	PT G01	PT G03	PT G05	PT G01	PT G03	PT G05	PT G01	PT G03	PT G05	PT G01	PT G03
PT G01	PT G03	PT G05	PT G01	PT G03	PT G05	PT G01	PT G03	PT G05	PT G01	PT G03	PT G05
PT G03	PT G05	PT G01	PT G03	PT G05	PT G01	PT G03	PT G05	PT G01	PT G03	PT G05	PT G01

**K.R. TOOSE & ASSOCIATES PTY LTD**  
**LAND SURVEYORS**  
 INCORP. SCOT DOUGLAS & ASSOCIATES  
 Formerly Hampton Office of the K.A. Reed Group  
 735 CENTRE ROAD, BENTLEIGH EAST, 3165  
 TEL: (03) 9570 9006 FAX: (03) 9570 7800

ORIGINAL SHEET SIZE A3

NOT TO SCALE

LICENSED SURVEYOR (PRINT) KEN R. TOOSE  
 SIGNATURE \_\_\_\_\_ DATE 22/07/2013  
 REF B6768 VERSION 2

SHEET 5

DATE \_\_\_\_\_  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



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Document Type	<b>Instrument</b>
Document Identification	<b>1410716</b>
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3022330

1410716



COURTNEY & DUNN

VICTORIA  
TRANSFER OF LAND

FREEHOLD



*Reds Blue*

*4854 Pt  
760*

*Underanacue*

*Time  
The Cov. m  
Tr 1410716*

*as to be  
any est. mts  
implied*

*[Signature]*  
*9/5/29*  
*14/5/29*  
*St. diag. mtd.*  
*24.5.29*

I GERALD THOMPSON LITTLE of Werribee Civil Engineer 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 *one hundred and sixty two*  
*pounds the shilling* paid to me by THOMAS BLOOMFIELD JOBSON of  
Wellington New Zealand Commercial Traveller AND In further consider-  
ation of the sum of TWO HUNDRED AND SEVENTY-FIVE POUNDS paid to  
the said Thomas Bloomfield Jobson by JOHN MILFORD BARTON of 4  
Acton Street Footscray Builder DO HEREBY at the request and by  
the direction of the said Thomas Bloomfield Jobson Testified by --  
his execution hereof TRANSFER to the said JOHN MILFORD BARTON  
All my estate and interest in ALL THAT piece of Land being Lot  
Forty-six on Plan of Subdivision Number 9753 lodged in the Office  
of Titles being part of Portion Thirteen Crown Allotment Three ---  
Section Thirteen at West Footscray Parish of Cut Paw Paw County of  
Bourke being part of the land more particularly described in ----  
Certificate of Title entered in the Register Book Volume 4854 Folio  
970760 Together with all registered appurtenant easements AND the  
said JOHN MILFORD BARTON for himself his heirs executors ----  
administrators and transferees HEREBY COVENANTS with the said ---  
GERALD THOMPSON LITTLE his heirs executors administrators and -  
transferees the registered proprietor or proprietors for the time  
being of the untransferred land in Certificate of Title entered in  
the Register Book Volume 4854 Folio 970760 that he the said John  
Milford Barton his heirs executors administrators and transferees  
will not carry on quarrying or other excavation operations upon the  
said land or any part thereof.

DATED this *fifteenth* day of *April* One  
thousand nine hundred and twenty-nine.

SIGNED in Victoria by the said GERALD THOMPSON } *G. T. Little*  
LITTLE in the presence of ----- }

*Gavin Lane*  
*Solicitor*  
*Melbourne*

*Ortle*  
**IMAGED**  
*28944*  
*an*

*U. 16*  
*27.4.29.*

0170 81

SIGNED in Victoria by the said THOMAS  
BLOOMFIELD JOBSON in the presence of

} *T. P. Jobson*

*Gavin Lawes  
John  
Melburn*

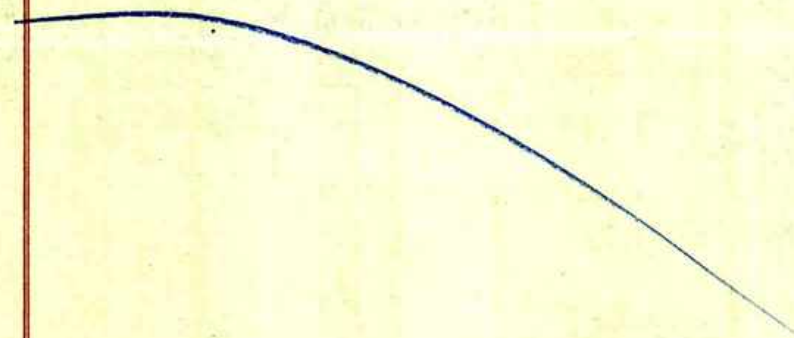
SIGNED in Victoria by the said JOHN  
MILFORD BARTON in the presence of

} *J. M. Barton*

*Gavin Lawes  
John  
Melburn*

ENCUMBRANCES REFERRED TO.

INFORMATION ONLY



DATED

1929

*8*

GOURNNEY & DUNN,  
Solicitors,  
127 Queen Street,  
MELBOURNE.

TRANSFER OF LAND

MR. J. M. BARTON

-to-

MR. T. B. JOHNSON

-by direction of -

MR. G. T. LITTLE

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OF SYMBOL THEREON
Transfer as to part	THE 24 <sup>th</sup> DAY OF <i>April</i> 1929	TO <i>John Milford</i> <i>Barton</i>	1410716

*10*  
*3/6*

*Geoffrey*

ASSISTANT REGISTRAR OF TITLES

I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL. 4854 FOL 970760

*Geoffrey*

ASSISTANT REGISTRAR OF TITLES.

INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 06/04/2023 09:01:18 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS702502M**

The land in PS702502M is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 110, 201 - 206, G01, G02, G03, G04, G05, G06.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

MIA PROPERTY MANAGERS 10 LUX WAY BRUNSWICK VIC 3056

AL689227H 17/02/2015

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

1. AK763054K 06/12/2013

### Additional Owners Corporation Information:

OC020032Y 14/11/2013

### 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 101	100	100
Lot 102	100	100
Lot 103	80	80
Lot 104	100	100
Lot 105	100	100
Lot 106	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 06/04/2023 09:01:18 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS702502M**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107	100	100
Lot 108	100	100
Lot 109	100	100
Lot 110	100	100
Lot 201	100	100
Lot 202	80	80
Lot 203	100	100
Lot 204	100	100
Lot 205	100	100
Lot 206	100	100
Lot G01	80	80
Lot G02	100	100
Lot G03	100	100
Lot G04	100	100
Lot G05	100	100
Lot G06	100	100
<b>Total</b>	<b>2140.00</b>	<b>2140.00</b>

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

Statement End.

## **LAND INFORMATION CERTIFICATE**

(Section 229 Local Government Act, 1989)

**Rates and Charges for period 1 July 2022 to 30 June 2023**

**Assessment Number:** 145122  
**Certificate Issue Date:** 11/04/2023  
**Certificate No:** 33868  
**Your Reference:** 68481752


**Applicant:**

Landata  
GPO Box 527  
MELBOURNE VIC 3001

**Property Description:** 103/368 Geelong Road WEST FOOTSCRAY  
**Property Title:** LOT: 103 PS: 702502 - V:11456/F:918

**Capital Improved Value:** \$290,000  
**Site Value:** \$62,500  
**Net Annual Value:** \$14,500  
**Valuation Date:** 01/01/2022

**1. RATES, CHARGES AND OTHER MONIES OWING:**

Arrears of Rates & Charges as at 30/06/2022	\$0.00
Current Levies	
General Rate Residential levied	\$722.80
Municipal Charge levied	\$20.00
Standard Waste Charge levied	\$233.00
Fire Fixed Residential levied	\$117.00
Fire CIV Residential levied	\$15.37
Current Interest Charges as at 30/06/2022 calculated monthly @ 10% pa	\$0.00
Adjustments	\$0.00
Less Pensioner Rebates (see below)	\$0.00
Less Payments	-\$831.17
<b>Rates &amp; Charges Due</b>	<b>\$277.00</b>
Additional Monies Owed	
<b>Total Due</b>	<b>\$277.00</b>
 <b>Billers Code: 626275 Reference No: 1451228</b>	

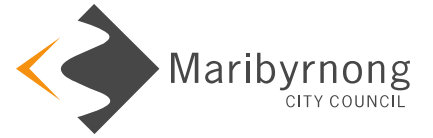
**THIS LAND IS IDENTIFIED AS FLOOD PRONE**

**1. OTHER INFORMATION:**

**Maribyrnong City Council**

Postal Address:  
PO Box 58, West Footscray 3012  
P: (03) 9688 0200  
F: (03) 9687 7793

email@maribyrnong.vic.gov.au  
www.maribyrnong.vic.gov.au



INFORMATION ONLY



NRS: 133 677 or 1300 555 727  
www.relayservice.com.au



TIS: 131 450



# MARIBYRNONG CITY COUNCIL

MUNICIPAL OFFICES. NAPIER STREET, FOOTSCRAY  
TELEPHONE 03 9688 0200

## LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

**This Certificate provides information regarding valuation, rate charges, other monies owing and any orders and notices made pursuant to the Local Government Act 1989 or under a Local Law of the Council.**

This Certificate is not required to include information regarding planning, Building, Health, Land fill, Land slip, other flooding information or service easement. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

### SPECIAL NOTE

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information

Verbal confirmation of any variation to amount will only be given for a period of 90 days after date of issue. For settlement purposes after 90 days, a fresh certificate must be applied for.

NOTE: IN ACCORDANCE WITH SECTIONS 175(1)&(2), LOCAL GOVERNMENT ACT 1989 THE PURCHASER MUST PAY ALL RATES AND CHARGES OUTSTANDING AT THE TIME THAT PERSON BECOMES THE OWNER OF THE LAND. ANY ARREARS OF RATES OR CHARGES (INCLUDING ANY INTEREST ON THOSE RATES AND CHARGES) ON THE LAND WHICH ARE DUE AND PAYABLE. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10% P.A

### OUTSTANDING ORDERS

There may be Health or Building Orders issued under the Local Government Act 1989. Please refer to the relevant Departments for Orders issued under the Health and Building Acts.

### ENVIRONMENT PROTECTION AUTHORITY NOTICE

Please be advised that if Council records indicate that this property is contaminated it will be noted in the Grey Area below.

Should the grey area above be blank, Council will have no record and may not be aware of contamination on this site. Further clarification should be made with the EPA.

Any enquiries on reports and /or soil tests regarding contamination should be directed to the Environment Protection Authority (EPA) or the Department of Families Fairness & Housing.

Council accepts no responsibility for any error or misrepresentation of details relating to contamination etc., for this site or any other site within this municipality.

## IMPORTANT NOTICE REGARDING RESIDENT PARKING PERMITS

This notice applies to any new dwelling that is part of a new multi dwelling development of 2 or more dwellings and must be included in any Section 32 statement.

In circumstances where a dwelling within a new multi dwelling development is to be rented out; this notice should be attached to any tenancy agreement.

Council has areas that are experiencing significant problems with car parking and this has resulted in the implementation of parking permit schemes.

Any new resident of any new multi dwelling development will not be entitled to a resident parking permit. New multi dwelling developments have the required number of car parking spaces on site or because of the proximity to public transport, Council accepted a justification to reduce or waive the normal parking requirements.

In addition to areas that are currently subject to a resident parking permit scheme, this may also apply to other areas in the future

Prospective residents within new multi dwelling developments are advised to carefully consider this situation if they have more than one vehicle or if they are purchasing a dwelling without a car space.

Information about the current situation with resident parking schemes can be obtained by telephoning Parking and Local Laws on 03 9688 0384.

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I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Maribyrnong City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$27.80 being the fee for this certificate.

For further information contact Council at: email@maribyrnong.vic.gov.au

Susan Ciantar  
ACTING REVENUE SERVICES COORDINATOR



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1252 6455 0118

DATE OF ISSUE - 6/04/2023

APPLICATION NO.

1113036

LANDATA COUNTER SERVICES

SOURCE NO. 99904685210

YOUR REF.  
68481752-032-8

**PROPERTY:** 103/368 GEELONG ROAD WEST FOOTSCRAY VIC 3012

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

The sum of one hundred and thirty eight dollars and sixty seven cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2022 - 30/06/2023	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	109.68	Quarterly	31/03/2023	82.26	0.00
PARKS SERVICE CHARGES	81.60	Annually	30/06/2023	81.60	0.00
WATER NETWORK CHARGE RESIDENTIAL	206.28	Quarterly	31/03/2023	154.71	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	238.72	Quarterly	31/03/2023	179.04	0.00
<b>TOTAL</b>	<b>636.28</b>			<b>497.61</b>	<b>0.00</b>

Service charges owing to 30/06/2022 0.00

Service charges owing for this financial year 0.00

Adjustments 0.00

**Current amount outstanding** 0.00

Plus remainder service charges to be billed 138.67

**BALANCE including unbilled service charges** 138.67

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

Biller Code: 8789

Reference: 1252 6455 0118



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1113036

This statement does not include any volumetric charges from 2/03/2018. This property was recorded as having been occupied by a tenant from this date.

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 ONLY



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1252 6455 0118

DATE OF ISSUE - 6/04/2023

APPLICATION NO.

1113036

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

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain / open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL 18.5 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

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.

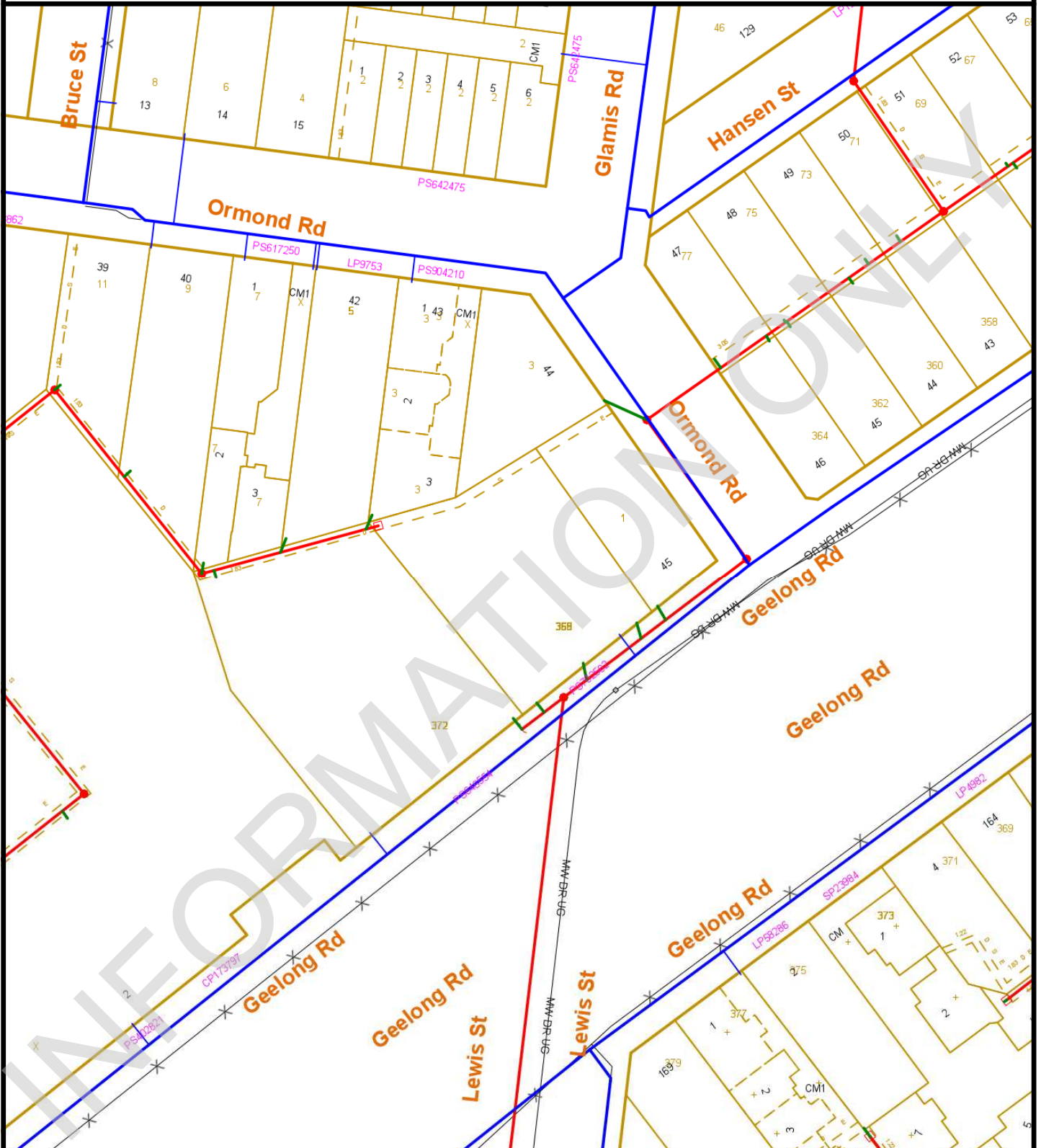


**Greater  
Western  
Water**

# Encumbrance Plan

**368 GEELONG ROAD WEST FOOTSCRAY 3012**

**Application No. 1113036**



## 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: 06/04/2023

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.

# Property Clearance Certificate

Taxation Administration Act 1997



MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	2137
Certificate No:	62571459
Issue Date:	06 APR 2023
Enquiries:	ESYSPROD

Land Address: GEELONG ROAD WEST FOOTSCRAY VIC 3012

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40917485			11456	918	\$0.00

Vendor: JULIE HUBBLE & GARY HUBBLE  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
JULIE ANNE HUBBLE	2023	\$62,500	\$0.00	\$0.00	\$0.00


Comments:

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$290,000
SITE VALUE:	\$62,500
<b>AMOUNT PAYABLE:</b>	<b>\$0.00</b>

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

Certificate No: 62571459

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$62,500

Calculated as \$0 plus ( \$62,500 - \$0) multiplied by 0.000 cents.

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## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 62571459

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 62571459

### Visa or Mastercard

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

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

PO Box 5081 KEW VIC 3101  
p: (03) 9942 6396  
e: admin@coleson.com.au  
w: www.coleson.com.au  
ABN 86 150 418 750



## OWNERS CORPORATION CERTIFICATE

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

PS 702502M

Address: 368-370 Geelong Road, Footscray West VIC 3012

This certificate is issued for Lot 103 and accessory on Plan of Subdivision No: PS 702502M

Applicant for the certificate is: Melbourne Real Estate – Conveyancing on behalf of Gary and Julie Hubble.

Address for delivery of certificate: via email [anna@melbournerec.com.au](mailto:anna@melbournerec.com.au)

Date that the application received: 14<sup>th</sup> April 2023

**IMPORTANT:** The information in this certificate is issued on 24<sup>th</sup> April 2023. You can inspect the owners corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

1	<b>The current fees for the lot are:</b> \$5,897.40 per annum, being admin fund \$3,824.32 and maintenance fund of \$2,073.08.  The administrative fund is payable as one lump sum being the fifth and last instalment for Stage 2 work. Therefore, the levy for the maintenance fund of \$2,073.08 was issued in Feb 2023 and payable in March 2023. Refer to item 9.
2	<b>The date to which the fees for the lot have been paid up to is:</b> The fees have been paid up to 31/5/23.
3	<b>The total of any unpaid fees or charges for the lot are:</b> Nil
4	<b>The special fees or levies which have been struck and the dates on which they have been struck &amp; payable are:</b> Nil
5	<b>The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund &amp; special fees are:</b> Refer to item 9.  A special levy may not be required to cover the cost to replace joist in Unit 105 and to half share the waterproofing and paving of balcony work in Unit 203. This work is anticipated to commence in May/June 2023.
6	<b>The Owners Corporation has the following insurance cover:</b> Name of Company: Axis Residential Strata Insurance Policy No.: P-003483 Kind of Policy: Residential Units Building Amount: \$6,500,000 Loss of Rent/Temp Accom: \$975,000 Common Area Contents: \$65,000 Public Liability Cover: \$10,000,000 Voluntary Workers: \$2,000/\$200,000 Fidelity Guarantee: \$100,000 Office Bearers Liability: Not Insured Machinery Breakdown: \$100,000

	Standard excess: \$1,000 Renewal Date: 20/11/2023
7	Has the owners corporation resolved that members may arrange their own insurance under the section 63 of OCA?
	No
8	The total funds held by the owners corporation:
	As at 24/04/23, cash at bank held by the Owners Corporation is \$145, 039.95
9	Are there any liabilities of the owners corporation not covered by annual fees, special levies and repairs and maintenance as set out above? If so, please provide details:
	<p>Stage 1 Cladding work was completed in June 2022. Stage 2 External façade work was fully completed in mid-Jan 2023.</p> <p>Upon the completion of Stage 1 work, the building consultant who was also the project manager at the time observed leaks in the ceiling of Unit 105 after a rainfall. Further testing demonstrated that this was a water proofing issue to the balcony of Unit 203.</p> <p>Further inspection and investigation also uncovered the water damaged timber joist inside the ceiling of Unit 105. A new timber joist will need to be installed from balcony of Unit 203 into the ceiling cavity of unit 105. The timber joist forms part of the structure of the building and is deemed the responsibility of the owners corporation. Due to the disruption to the balcony of Unit 203, it was noted that the owners corporation will half-share the cost of waterproofing and paving of the balcony with the Owner Unit 203.</p> <p>The cost to replace the joist in Unit 105 and to half-share the waterproofing and paving work for Unit 203's balcony is estimated to be \$146,550. A special levy may not be required at this stage to cover this additional work as there is an excess fund collected from Stage 2 work.</p>
10	Are there any current contracts, leases, licences or agreements affecting the common property? If so, the provide details:
	Nil
11	Details of any current agreements to provide services to lot owners, occupiers or the public:
	<p>Origin MUST be the gas supplier for all the lots in the building as it is centrally metered. Car Stacker International carries out the regular maintenance and repairs for the car stackers on property. Fire &amp; Wire carries out the testing and repairs for all the fire essential measures and services for this complex. AESG carries out the audit for the fire essential services for this complex.</p>
12	Details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied are:
	Nil
13	Details of any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings are:
	<p>Berrigan Doube Lawyers (BDL) had lodged an application with Domestic Building Dispute Resolution Victoria (DBDRV) in an attempt to reach a settlement with the builder concerning the non-compliance building issue raised by Buildcheck which the OC had spent the money to fix. The outcome of the conciliation meeting is that there is no reasonable likelihood of settlement of this dispute due to the nature and complexity of the dispute.</p> <p>The Committee has no intention to pursue this matter further after weighing up the cost and benefits.</p>

14	Has the owners corporation appointed or resolved to appoint a manager? If so, the provided details:
	Coleson Owners Corporation. PO Box 5081, KEW VIC 3101
15	Has an administrator been appointed for the owners corporation, or has been a proposal for the appointment of an administrator?
	Nil
16	Documents required to be attached to the owners corporation certificate are:
	Minutes of the last annual general meeting Owners Corporation Consolidated Rules S3. 'Statement of Advice and Information for Prospective Purchasers and Lot Owners' Joist replacement – Scope of works Tender Summary
17	NOTE: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: c/o Coleson Owners Corporation PO Box 5081, KEW VIC 3101

This Owners Corporation Certificate is prepared by

*Nicole Ting*



Signature of delegate as Owners Corporation Manager, Nicole Ting, in the capacity as manager of the Owners Corporation PS 702502M.

T. (03) 9942 6396  
admin@coleson.com.au

**THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS:**

The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.

The information is subject to change without notice.

A verbal update may be provided on request, within 30 days after the date of issue.

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

## CONSOLIDATED RULES FOR AN OWNERS CORPORATION

368-370 Geelong Road Footscray 3012  
Owners Corporation PS 702502M

### DEFINITIONS:

In these Rules, the following words have the following meanings:

**Act** means the Owners Corporation Act 2006 (as amended).

**Regulations** means the subdivision (Owners Corporation) Regulations 2001 as amended from time to time.

**Building** means the building constructed on the land at 368-370 Geelong Road Footscray, 3012

**Common Property** means the Common Property on the Plan of Subdivision.

**Lots** mean the Lots on the Plan of Subdivision.

**Manager** means the person appointed by the owners corporation in accordance with the Act. If no person is for the time being appointed, the secretary of the owners corporation.

**Members** mean the Members of the Owners Corporation.

**Security Key / Access Device** means a key, swipe or any other device to secure the Building or any part thereof, or to gain entry thereto.

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## 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

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

(2) An owner or occupier must ensure that rubbish is not disposed of in any area or receptacle other than an area or receptacle designated for such a purpose.

(3) Owners or occupiers of a lot must not at any time leave rubbish outside the door to their individual lots.

- (4) An owner or occupier of a lot must dispose of garbage in the manner specified by the owners corporation:
- recyclable items, without limitation, paper, cardboard and plastics as from time to time nominated by the owners corporation must be disposed of in the area designated for those items by the owners corporation; and
  - all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
  - glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the owners corporation; and
  - all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property.
- (5) The owners or occupiers of a lot must not burn any rubbish or waste in or upon the Lot or the Common Property.
- (6) The owners corporation may levy the cost of removing garbage inappropriately disposed of to the owner or occupier of the lot responsible for such inappropriate disposal of garbage.

## **2 MANAGEMENT AND ADMINISTRATION**

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

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount that includes any amount that can 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) An owner or occupier of a lot must not install any further appliances or connections that will increase the gas usage in the lot owners/occupiers apartment and/or increase the supply of gas to the lot owners/occupiers apartment.
- (5) Each Member must advise the Owners Corporation of the private address, telephone number and email address of the Member or if the Member is a company, the registered office of the company. Each Member must promptly inform the Owners Corporation of any changes in the contact details provided.
- (6) A Member who does not occupy its Lot must:
- (a) Provide the Owners Corporation the name of the tenant occupying it prior to the commencement of the tenancy;
  - (b) Provide the Owners Corporation the details of any appointed managing agent;
  - (c) Incorporate these rules in any lease, licence or other occupancy agreement granted over a Lot; and
  - (d) Provide the tenants a copy of these rules.
- (7) An owner or occupier must choose as their hot water and gas provider Origin Energy or any other provider mandated by the owners corporation. The owners corporation may levy any cost incurred by the Owners Corporation to the owner where Origin Energy or any other provider mandated by the owners corporation has not been chosen as the gas provider.

### **3 USE OF COMMON PROPERTY AND LOTS**

#### **3.1 Use of Common Property and Lots**

A Member must not and must do all things reasonable to ensure that the occupier of a Members lot does not:

- (1) Obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) Without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under sub rule (2) may state a period for which the approval is granted.
- (4) Damage, deface or obstruct any entrance, passages, stairways, landings, pathways or any part of the Common Property or use them for any purpose other than the purpose for which they are provided or properly available for.
- (5) Enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area without the prior written consent of the Owners Corporation.
- (6) Use any part of the Building, Lots or Common Property for a purpose other than the purpose for which it has been provided or for which it is properly available.
- (7) Use or permit any person under his or her control to use roller blades, roller skates or a skateboard on the Common Property.
- (8) Permit a Lot to be used other than for private residential or accommodation purposes.
- (9) Provide access by any unauthorised person to the Common Property.
- (10) Dispose of any cigarette butts or ash on to the Common Property.
- (11) Use or permit to be used his or her lot in a manner that would contravene any Planning Regulations, requirements or restrictions placed on the Plan of Subdivision.
- (12) The owner or occupier of a lot must not use that lot or any part of the common property for any trade or business nor permit others to do so unless.
  - (a) the trade or business can be carried on and is carried on without causing undue nuisance to the proprietors and occupiers of other lots; and
  - (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time and complied with; and
  - (c) the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot.

#### **3.2 Interference**

- (1) An owner or occupier of a lot must not, without the written authority of the owners corporation or its Manager, interfere with the operation of any plant and equipment owned by the owners corporation installed on the common property.
- (2) An owner or occupier of a lot must not, without the prior written approval of the owners corporation, remove any article from the common property placed there by direction or authority of the owners corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- (3) An owner or occupier of a lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the written consent of the owners corporation.

### 3.3 Vehicles and parking on common property

- (1) 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
  - (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation

The owners corporation reserves the right to remove offending motor vehicles or other vehicles. The costs associated in the removal of any motor vehicle or other vehicle will be charged to the owner of the lot.
- (2) An owner or occupier of a lot must observe any parking directions given orally or published by the Manager from time to time in respect of parking.
- (3) An owner or occupier of a lot must not permit oil leakages from any motor vehicle, or other vehicle onto common property or on allocated parking lots and must reimburse the body corporate for the cost of cleaning or removing any oil stains on the common property or on allocated parking lots after due notice has been served.
- (4) An owner or occupier of a lot must not permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property or location other than 368-370 Geelong Road Footscray.
- (5) An owner or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitor parking for more than 48 hours without special permission from the owners corporation or its Manager.
- (6) An owner or occupier of a lot must not park within those spaces allocated for visitor parking.
- (7) An owner or occupier of a lot must not:
  - (a) permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the owners corporation or its Manager from time to time; and
  - (b) permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the owners corporation or its Manager for such purpose and fitted with bicycle racks from time to time;
  - (c) if an owner or occupier of a lot fails to comply with 3.3.7 (a) & (b) above, the owners corporation will remove the relevant item and the owner or occupier of a lot will be charged for all expenses incurred by the owners corporation.
- (8) An owner or occupier of a lot and all visitors must obey the speed limit of 5km/h in the common area.
- (9) An owner or occupier of a lot must not store items on their allocated car space. Owners will be requested to remove items not appropriately stored within 7 days of receiving notice thereof.
- (10) An owner or occupier of a lot must not operate their designated car stacker without having undertaken the training provided by the car stacker service provider. Owners / managing agents must undertake the training and training will not be provided to tenants without representation from an owner/managing agent.

- (11) The Owners Corporation will fund the cost of one training session only per owner per lot.
- (12) An owner or occupier of a lot must not install or permit the installation of any structure or covering on their allocated car space other than as permitted by the owners corporation.
- (13) An owner or occupier of a lot must not sublease their allocated car space without the written approval from the owners corporation.
- (14) Owners or occupiers will be issued with only one access device to the under cover car park. Replacements will only be issued for lost or damaged remotes at the cost of the owner or occupier of the lot.

### **3.4 Damage to common property.**

- (1) An owner or occupier of a lot shall not mark, paint or otherwise deface any part of the common property. Should an owner or occupier of a lot mark, paint or deface any part of the common property, the owner will be responsible for restoring the common property at its own cost to its original condition. Should the owner fail to restore the common property to its original condition within fourteen days of being requested to do so, the owners corporation shall carry out the necessary works or repairs, and the cost of such works or repairs will be passed onto the owner of the lot.
- (2) An owner or occupier of a lot who breaches any fire regulations will be responsible for all loss and damages that are incurred (including but not limited to the replacement value of the whole building should the building be damaged, building insurance probably be avoided whilst the owner or occupier is in breach of this rule).
- (3) An owner or occupier of a lot must immediately notify the owners corporation or its Manager on becoming aware of any damage to or defect in the common property of the owners corporation (which includes all services and equipment).

### **3.5 Animals**

- (1) An owner or occupier of a lot may keep an animal on his or her lot, providing that the animal is not a danger or is causing a nuisance to the common property or other lot owners or occupiers.
- (2) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property or other lot owners or occupiers, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (3) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub rule (2) must remove that animal.
- (4) Sub rules (2) and (3) do not apply to an animal that assists a person with an impairment or disability.
- (5) Owners or occupiers of a lot must ensure that animals are not permitted to roam freely in the common property and must ensure that animals are on a lead when entering and exiting the common property.
- (6) An owner or occupier of a lot shall be responsible for the cost of any repairs and/or cleaning required to the common property as a result of an animal accessing the common property.

#### 4 LOTS

- (1) 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 carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

- (2) An owner or occupier of a lot must not make any alterations or additions to the exterior of the unit and/or accessory unit, without consent of the owners corporation This includes but is not limited to: painting or decorating, installing an air-conditioning unit, erection of any television or radio antenna or a canvas blind or other awning on the outside of any window.
- (3) An owner or occupier of a lot must not carry out or permit to be carried out any Building work requiring a Building approval under the Building Act 1993 (are any equivalent enactment) unless:
  - (a) At least 21 days' written notice of intention to carry out the work, accompanied by proper Plans specifications of the work, have been given to the Owners Corporation by the Member who owns the Lot on which the work is proposed to be carried out;
  - (b) The Owners Corporation gives its prior written approval of the work.
  - (c) The work is carried out in accordance with such reasonable directions as the Owners Corporation may give;
  - (d) The work is carried out by the contractor approved in writing by the Owners Corporation;
  - (e) The Member signs an indemnity prepared by the Owners Corporation against all loss and damage caused directly or indirectly by the works;
  - (f) The work complies with all laws; and
  - (g) The work does not detract or interfere with any way the external appearance of the Building nor interfere with the business of any occupiers of the Building or rights granted to those occupiers.
- (4) An owner or occupier of a lot must not make any structural alterations or additions to the interior of the unit or any part thereof, which may diminish the support and shelter of any unit on the subdivision without the written consent of the owners corporation. The owners corporation has the right to appoint an architect, structural engineer or building contractor at the expense of the member requiring the consent, to approve such alterations.
- (5) An owner or occupier of a lot must not operate or permit to be operated on the lot or within the lot any device or electronic equipment, which interferes with any domestic appliance lawfully in use of the common property, another lot or any other part of the building.
- (6) An owner or occupier of a lot must not install or operate any intruder alarm, which emits an audible signal.
- (7) An owner or occupier of a lot must not allow any glazed portions of the lot of the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristic of the glazing will change.

- (8) An owner or occupier of a lot must not hang any garment or article of clothing, sheet, blanket, towel or other article from the outside of the unit and/or accessory unit, balcony, landing, or stairway forming part of a unit or on the common property except in places expressly provided for the purpose.
- (9) An owner or occupier of a lot must at all times keep the exterior appearance of the balcony area clean and tidy and clutter free. Any outdoor furniture and appliances must be consistent and in keeping with the exterior appearance of the building.
- (10) An owner or occupier of a lot must not place any covering including but not limited to fake grass over the balcony surface that may compromise in any way the drainage of water from the balcony surface.
- (11) An owner or occupier of a lot must not keep a plant on a balcony unless the planter is in a container, which will retain all water that drains from the planter.
- (12) An owner or occupier of a lot must ensure that any drainage on balconies is kept clear and clean so as to not obstruct the drainage in any way.
- (13) An owner or occupier of a lot must not display any placard (including "For Sale" and "To Let" signs), advertisement or sign in or upon the member's unit and/or accessory unit or on or upon the common property unless the owners corporation first grants consent in writing thereto and then only in accordance with the terms and conditions specified in such consent. Signs shall not be larger than 1.8m x 1.2m and must not be displayed for any period longer than six weeks. Members agree that the Manager of the Owners Corporation has the right to remove any such signs erected for any period longer than six weeks and such removal costs shall become the responsibility of the lot owner who is advertising the lot.
- (14) An owner or occupier of a lot must maintain the exterior of a lot in a clean and tidy condition at all times and in a reasonable condition so as not to disrupt other owners or occupiers of a lot.
- (15) At their expense the owner or occupier of a lot must keep the windows, glass balcony rail and any plate in the lot clean.
- (16) An owner or occupier of a lot must not install or permit the installation of any screening on the balcony rail or glass.
- (17) An owner or occupier of a lot must not install or permit the installation of any window coverings, curtains, blinds or other window furnishings on the interior or exterior of any windows in any Lot other than in the style permitted by the owners corporation from time to time.
- (18) An owner or occupier of a lot must not, without prior written approval of the owners corporation maintain inside the lot anything visible from the outside of the lot that when viewed from outside the lot is not in keeping with the rest of the building.
- (19) An owner or occupier of a lot must clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or to arrange for all such required clearance by other persons should the member or members be absent.
- (20) An owner or occupier of a lot must not adhere an 'NO JUNK MAIL' signs or words to that effect unless it is in a form approved by the owners corporation.
- (21) An owner or occupier of a lot must not have any newspapers delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed by the Manager, in a designated area.

## **5 BEHAVIOUR OF PERSONS**

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

- (1) 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.
- (2) An owner or occupier of a lot must not permit persons under their control to consume alcohol or take glassware onto the common property.
- (3) An owner or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials and objects over balconies or in common property.
- (4) An owner or occupier of a lot must not permit any persons under their control to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- (5) An owner or occupier of a lot must not smoke or allow others directly under their control to smoke in the stairwells, lifts, lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the owners corporation or its Manager may designate from time to time.

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

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not do in the member's unit and/or accessory unit, any act or thing that may be or become an annoyance or nuisance to the owners corporation or to any occupier of any other unit.
- (3) An owner or occupier of a lot must not use hammer drills or jack hammers in a lot on weekends or public holiday between the hours of 4:00pm or 9:00am on weekdays.
- (4) Sub rule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **6. ACCESS TO LOTS**

- (1) Except in the case of an emergency (in which case no notice shall be required) one (1) days notice in writing by the owners corporation or its Manager shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot owner in the cases where such leakage or defect is due to any act or default of the said lot owner or occupiers of the lot or his or here invitees.
- (2) A member must ensure that an occupier of a lot will at reasonable times and on reasonable an prior written notice, allow the Owners Corporation and their employees, contractors and agents access through its Lot to enable any building maintenance on the outside of the Building.
- (3) A Lot owner or occupant must not interfere in anyway with the cleaning apparatus or equipment and materials used for the purpose of the maintenance.
- (4) The owners corporation, in exercising this power shall ensure that its contractors cause as little inconvenience to the lot owner or occupier.

## **7. DISPUTE RESOLUTION & COMPLIANCE**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.
- (9) Any breach of a rule or regulation will entitle the owners corporation to impose such a fine or penalty, as they deem appropriate from time to time as is advised to owners and occupiers and is in accordance with the Regulations.
- (10) An owner of a lot shall on demand compensate the owners corporation in full in respect of any damage to the common property or property of the owners corporation caused by that owner or an occupier of a lot, licensees or invitees.
- (11) The Owners Corporation may seek to recover the cost of issuing any notices as required by the Act and the Regulations in relation to a breach of these rules, where such notice represents the second or more notice issued in respect of the breach.
- (12) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- (13) An owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- (14) An owner or occupier of a lot must at the owners or occupiers own expense promptly comply with all the laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.
- (15) An owner or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other owner or occupier of a lot or their representative invitees.
- (16) Any costs incurred by the owners corporation as a result of following up or attempting to rectify a breach of these rules or any Act or Regulations that relate to the owners corporation will be recoverable from the relevant lot owner.

- (17) An owner or occupier of a lot must abide by any action taken by the Owners Corporation in accordance with these rules and must meet all costs incurred by the owners corporation in relation to these Rules.

## **8 SECURITY AND SECURITY KEYS/ DEVICES**

- (1) An owner or occupier of a lot or persons thereon from time to time must not do or permit anything, which may prejudice the security or safety of the common property or any person in or about the Building.
- (2) The owners corporation may charge a reasonable fee for any additional security key/access device required by a lot owner or occupier of a lot.
- (3) The owners corporation may cancel or deactivate any security key or access device for which the owner or occupier of a lot has not paid for in full or for which the Owners Corporation deems is being misused such that the security of the Building and/or lots is compromised.
- (4) An owner or occupier of a lot must exercise a high degree of caution and responsibility in making a security key or access device available for use by any occupier of a lot and must use all reasonable endeavours including, without limitation, an appropriate stipulation in any lease or licence of a lot to the occupier to ensure that return of the security key or access device to the owner or owners corporation.
- (5) An owner or occupier of a lot in possession of a security key or device must not without written consent from the owners corporation duplicate the security key or access device or permit it to be duplicated and must take all reasonable precautions to ensure that the security key or access device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the lot owner or the owners corporation.
- (6) An owner or occupier of a lot must promptly notify the owners corporation if a security key or access device issued to him is lost or destroyed.
- (7) An owner or occupier of a lot is entitled to one garage remote access device per designated car space.

## **9. MOVING IN OR VACATING**

- (1) An owner or occupier of a lot shall when moving into or out of a lot observe the following procedures:
  - (a) Notify the Manager at least 72 hours prior to the intended date of moving in or moving out. The time for moving must be between 9:00am and 5:00pm and not on Sunday or Public Holidays.
  - (b) If deemed necessary, pay a moving fee, which fee represents the cost of supervising the move by a "Contractor" or other "Inspector" employed by the owners corporation to oversee the possible damage to common property.
  - (c) Arrange with the Manager, "Contractor" or other "Inspector" for lobby and other relevant areas of common property to be inspected as to their condition both before and after the moving is undertaken to ascertain if any damage is caused while moving in or out.
  - (d) Undertake the repair or pay the costs of any repairs required to make good any damage caused by moving in or out of a lot.
  - (e) Ensure suitable protective materials are used so that doors, doorways, floor surfaces are not damaged, marked or scratched.
- (2) Owners or occupiers moving furniture in or out at any time must not:

- (a) Permit any carriers or trades people to commence operations prior to authorisation being give by the Manager.
  - (b) Permit any furniture or items to access or exit the building other than the entrance or exit permitted by the Manager.
  - (c) Permit any vehicles to restrict access to the car park or neighbouring businesses or residences car park.
  - (d) Conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.
  - (e) Place any furniture or items in a lift other than that specified by the Manager and, in any event, not until protective covers have been placed in the lift.
  - (f) Permit any furniture or other items to come into contact in any way with the lift doors, including static contact or leaning or stacking against the door.
  - (g) Damage the common property.
- (3) The resident moving in our out of the building will be liable to the owners corporation for any damage caused to any part of the property in doing so. If any amount to be paid by resident within 14 days of the date of moving date (and that resident is not the owner of the lot), then the owners corporation may recover the amount owed from the owner of the lot.
  - (4) The owner of the lot will be liable for any damage caused to the common property form the movement of such articles.

## **10 EMERGENCIES & RESTRICT USE OF COMMON PROPERTY**

- (1) The owners corporation may participate in any emergency drill in the Building of Which the Owners Corporation or Building Manager gives reasonable notice and evacuate the Building immediately and in accordance with the directions of any representative of the Owners Corporation when information of an actual or suspected emergency.
- (2) The Owners Corporation may close, lock or otherwise control the Common Property from use from time to time and may take all actions as they deem necessary or appropriate to prevent and prohibit that its considers in its absolute discretion undesirable from entering the Common Property.

## **11 FIRE**

- (1) An owner or occupier of a lot must ensure compliance with all statutory and other requirements, including those of the owners corporation, relating to fire and fire safety in respect of the lot.
- (2) An owner or occupier of a lot must not use interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- (3) An owner or occupier of a lot must ensure that all fire doors, exhaust systems and smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.
- (4) An owner of occupier of a lot may be charged the call out fee from the Melbourne Fire Brigade, for any fire related incident that occurred due to their wrong doing.

**MINUTES OF ANNUAL GENERAL MEETING  
OWNERS CORPORATION PLAN OF SUBDIVISION 702502M  
368-370 GEELONG RD, WEST FOOTSCRAY**

The Annual General Meeting was held on **Monday, 19 December 2022 at 5.00pm  
via Zoom**

**1. Noting of attendance, apologies, proxies and determination of quorum.**

1.1 Attendance

Unit G03 Christopher Taylor  
Unit 103 Julie & Gary Hubble  
Unit 202 Dean Paterson  
Unit 203 Tahlia Funnel  
Unit 204 Shelby Apap  
Nicole Ting, Strata Manager, Coleson Owners Corporation

1.2 Proxies

Unit G01 Nicole Ting acting as proxy for A & S Gratteri Property Co

1.3 Apologies Received

Unit 107 Hugh Scott & Lesley Chisholm

Pursuant to Owners Corporation Act 2006, Part 4, Section 77, a quorum is not present. All decisions made at the meeting are interim resolutions, and will become resolutions of the Owners Corporation after 29 days have lapsed.

**2 Election of chairperson for the Meeting.**

Nicole Ting chaired the meeting.

**3 Confirmation of the previous Annual General Meeting**

**Resolution:** It was resolved that the minutes of the previous Annual General Meeting be confirmed as a true and accurate record of the meeting.

**4 Receive the committee report.**

No report was submitted.

**5 Receive the manager's report**

It was agreed to receive the Manager's report.

**6 Adoption of Financials for the year ended 30<sup>th</sup> November 2022**

**Resolution:** It was resolved that the financials for the period 1/12/21 – 30/11/22 be adopted and accepted.

**7 Acceptance of the Proposed budget for the year ended 30<sup>th</sup> November 2023**

**Resolution:** It was resolved that the proposed budget of \$102,300 for the admin fund and \$61,000 for the special levy maintenance fund be accepted and adopted.

The special levy of \$61,000 relates to the last and fifth instalment for the Stage 2 external façade work. Work commenced in early-November 2022 and payment to the contractor has been made in stages.

\*\*\*The figure above is GST inclusive.

## 8 Maintenance Plan

Members agreed to obtain quotes for a Maintenance plan to be prepared. A sample copy of this plan will be forwarded to all members of the committee for their reference.

## 9 Debt recovery and cost recovery

### **Resolution:**

It was resolved that the Owners Corporation is to take all steps necessary for recovery of outstanding fees, levies and charges due by any member of the Owners Corporation including commencing proceedings in VCAT and/or Magistrates' Court. The Manager and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

It was resolved that all costs and expenses incurred by the Owners Corporation in relation to recovery of outstanding fees and levies will be fully recoverable from the indebted lot owner not limited to interest. This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due.

## 10 Penalty Interest

**Resolution:** It was resolved that the Owners Corporation charge penalty interest at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on money owed by a member to the Owners Corporation 30 days after the issue date, and fee and charges set under Sections 23 & 24 of the Owners Corporation Act 2006 and on any other amount payable by a lot owner to the Owners Corporation.

## 11 Insurance details and valuation

Details of the insurance policy are included in the meeting documentation.

**Resolution:** It was resolved that the Owners Corporation provides Coleson Owners Corporation a standing direction order to automatically renew the building insurance policy with the insurance company as recommended by the insurance broker at the current insured sum.

## 12 Election of chairperson, secretary and committee of management for the Owners Corporation.

**Resolution:** It was resolved that the Owners Corporation elect the following members to be the the Committee of management and to delegate the committee members all the powers that may be exercised by the Owners Corporation pursuant to the section 11 (5) of the OC Act 2006.

Unit 103	Julie & Gary Hubble
Unit 202	Dean Paterson (Chairperson)
Unit 203	Tahlia Funnel
Unit 204	Shelby Apap

## 13 Appointment of the Owners Corporation Manager

**Resolution:** It was resolved to confirm the appointment of Coleson Owners Corporation for a 2-year term for the purpose of providing administrative services and to be delegated the powers and authority of the executive committee, including affixing common seal to the Owners Corporation certificates.

## 14 Safety audit report

**Resolution:** It was resolved not to engage a building consultant to undertake an audit of the property. Instead, the committee will self-access and report to the Manager immediately for any potential 'slip and trip' hazard and/or other risk at the property.

## 15 Fire essential measures

It was noted that Fire & Wire carries out all the routine inspection checks and maintains all the ESM requirements. AESG carries out the audit of the annual essential safety measures.

## 16 General Maintenance

### 16.1 DBDRV application

The lawyers had lodged the application with DBDRV and are waiting for advice on the date for a conciliation meeting with the builder.

### 16.2 Stage 2 external façade work

The work has commenced in Nov 2022 and completed in December 2022, however due to issue with access, Zamperoni will return in the first week of Jan 2023 to finish Unit 202's balcony walls. The final payment will be made on completion of the aforementioned work.

It was noted that the fifth and last instalment for this project will be issued in February 2023 and payment to be made in March 2023.

### 16.3 Truss replacement work shared between Unit 105 and 203

A quote has been received and a few items in the breakdown appear to be inflated. We note that this was not a competitive tender and Clinton of Dragonfly Remedial is in the process of obtaining a second quote.

### 16.4 CCTV installation

Due to recurring damages to the letter boxes, the committee is exploring the option to install a CCTV camera at the front of the building. A quote has been received, however due to other priorities; this will be considered at a later date.

### 16.5 External window clean

Once item 16.2 is completed, this work can commence as a few owners had complained about the dirty windows. Anchor points will need to be installed prior to the clean for safety reasons.

### 16.6 Cleaning of stairwell

It was noted that the stairwell is often left in a unrepresentable condition. Members agreed to advise the cleaners to focus on these areas during their regular fortnightly clean.

### 16.7 Hard Rubbish

It was noted that hard rubbish is often left in the bin room. One of the committee members (Shelby) has volunteered to remove the items on her own accord to save money for the OC. The manager will continue to send communication to advise all residents of their ongoing responsibility to keep the room clean and clear of hard rubbish. Another option was suggested by Dean to install a signage warning residents of CCTV surveillance in the bin room to deter such behaviour. Dean will arrange for this signage to be installed.

### 16.8 Street Numbering

One of the members noted that it was difficult to locate the building as the Street number was not clear. This will be considered at a later stage due to current building maintenance priorities.

**17 Affixing the common seal**

**Motion 1 Resolution:** It was resolved that the Owners Corporation permits the affixing of the common seal to any document that may require the common seal to be affixed provided two lot owners authorise its use.

**18 Closure of meeting**

The meeting closed at 6.20pm.

INFORMATION ONLY



## Scope of Works

Joist and Waterproofing Replacement  
Encore Apartments  
368-370 Geelong Rd, West Footscray

FOR TENDER

16<sup>TH</sup> SEPTEMBER 2022



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Further information such as existing architectural documentation sets available on request from [admin@dragonflyremedial.com.au](mailto:admin@dragonflyremedial.com.au)

# 1. Introduction

## INSTRUCTIONS

Dragonfly Remedial were engaged by the Owners Corporation of Encore Apartments at 368-370 Geelong Rd, West Footscray (OCP# 702502M) to produce and tender a Scope of Works document for the replacement of water damaged structure above lot 105 and waterproofing and tiling to lot 203

## BUILDING

The building is a 3 story multi-residential building constructed with a combination of pre and site cast concrete to lower levels with rendered cement sheet cladding on lightweight structure to upper levels.

## DOCUMENTS REVIEWED

The following documents were reviewed in the production of this report:

- Architectural Documentation issued for construction dated 13<sup>th</sup> July 2012 by Kavellaris Urban Design
- Engineering Design by JTCE dated 14<sup>th</sup> September 2022

## LIMITIATIONS

This report / Scope is based on review of supplied documentation and limited inspection without extensive destructive investigation. Should the need for additional works or variations to scope be discovered during proposed works, these additional works may be treated as a variation to the head contract.



Clinton Eldridge

Architect (remedial)

*M.Arch, B.EnvDes. RAIA. RBP, DB-U*

## 2. Objectives

The objective of these works is to replace water damaged structure to lot 105 and waterproofing to lot 203.

While we recommend that structural and waterproofing works be undertaken together, it is possible that the owner of lot 203 may choose to engage their own contractor for waterproofing.

Works include:

- Obtaining all permissions required to undertake works
- Removal and replacement of 1 water damaged joist within the ceiling above the lounge room of lot 105
- Removal of existing tiling and waterproofing to the balcony of lot 203
- Installation of new AS4654 compliant waterproofing to the balcony of lot 203
- Installation of 'pod and paver' external flooring over new waterproofing
- Reinstatement of linings to lot 105 ceiling

In responding to this tender, contractors are required to review attached 'as built' architectural documentation and be reasonably satisfied that their quotation has made allowance to meet all stated objectives.

It is possible that the need for additional works will be identified with the removal of plaster to the bedroom ceiling of lot 105. Appropriate allowance for this shall be made within the clients project budget.

### GENERAL INCLUSIONS AND EXCLUSIONS:

This scope includes:

- The provision of labour, supervision, materials, equipment and permits necessary to undertake the works and includes all works described plus any other reasonably expected works require to achieve the stated objectives
- Notification and co-ordination with residents to ensure vehicles / stored items are moved to facilitate works
- Provision of access equipment and any required permits.
- Provision of suitable barriers around the works to ensure public safety
- Provision of traffic control (if required) during works.

This scope does not include:

- Additional works identified that could not have been observed during quotation such as the repair or replacement of additional internal water damaged structure

All works are to be carried out in accordance with the requirements of relevant codes and standards, and the contractor is to familiarize themselves with all relevant legislation.

All works to be carried out in accordance with attached plans, specifications, and contractor installation guides. Any omission of any document referenced by the above does not exclude it from this scope of works

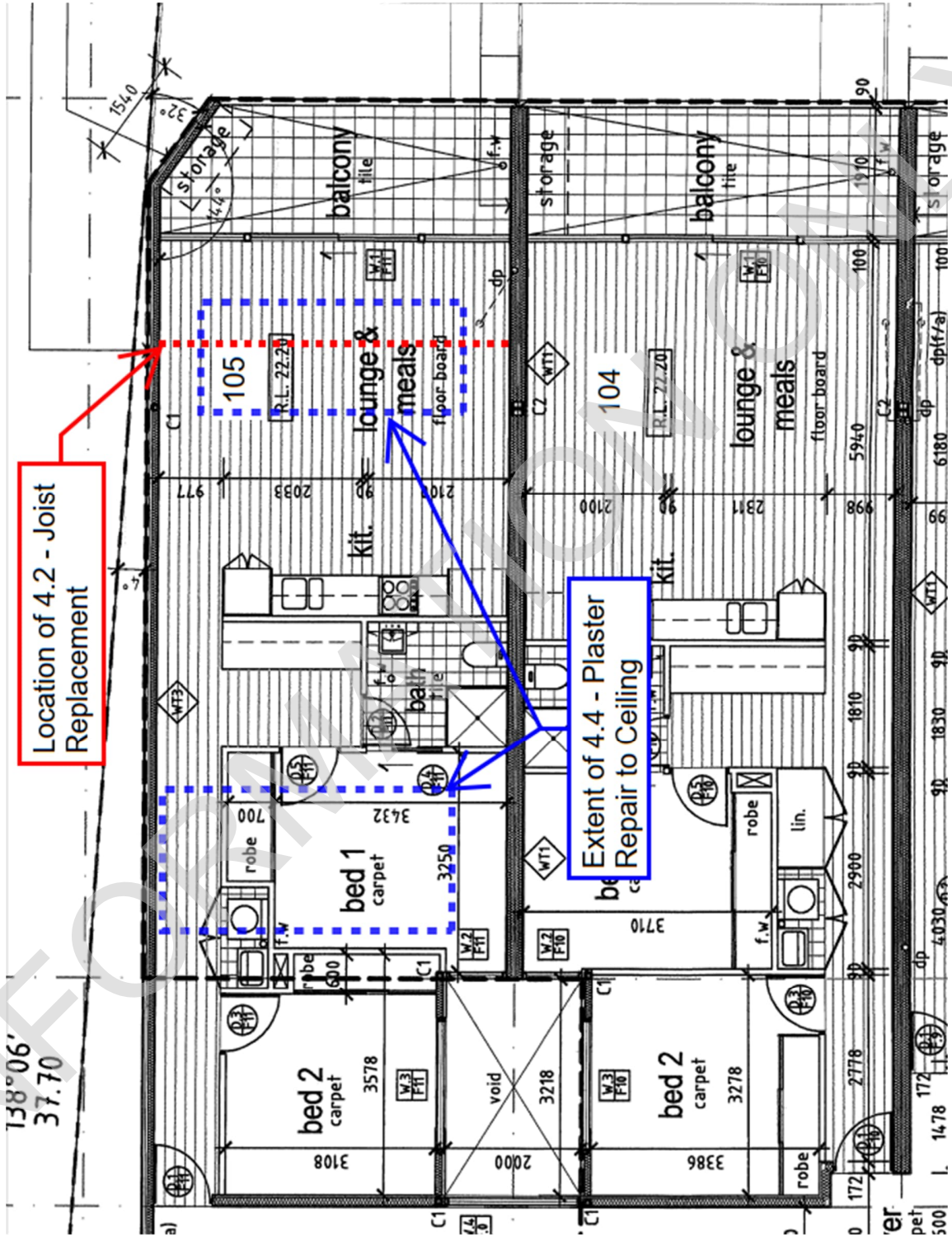
Any contradictions between supplier specifications and specifications herein to be referred to the document author for clarification.

INFORMATION ONLY

### 3. Extent of Works

INFORMATION ONLY

### 3.1 Level 1 – Lot 105 Works





## 4. Schedule of Works

### 4.1 Permits / Preliminaries

A Town Planning permit shall not be required.

A Building Permit will be required and shall be obtained by the Owners Corporation prior to works.

The contractor is responsible for any other permits and permissions required to undertake the works, including (but not limited to)

- Scaffold design and engineering
- Council report and consent / Public protection (Reg 116)
- Footpath occupation
- Asset protection
- Powerline / tram shutdown
- Traffic Management (inc. provision of traffic control if required)

Note that due to the dimensions of the replacement truss, it may need to be lifted in from the street.

As the cost additional permits and required consultants cannot be determined prior to the engagement of the Relevant Building Surveyor, allowance for permits shall be made within the tender as a Provisional Sum

The contractor is to:

- Make their own investigations as to how the works will be accessed.
- Photograph internal conditions to internally accessed areas and supply to client as a 'dilapidation report' to assist in assessing claimed consequential damage to internal linings.
- Maintain vehicular access to site
- Maintain pedestrian access to site

If access to private lots beyond lots 105 and 203 is required, the contractor is to co-ordinate access with residents

Lot owner details may be provided via the Owners Corporation Manager.

If access is denied or restricted, the contractor is to inform the Architect / Project Manager and may seek a variation for time and incurred cost, assuming that all reasonable steps have been taken to mitigate lost productivity and delays.

## 4.2 Joist Replacement

To the water damaged joist within the ceiling of lot 105.

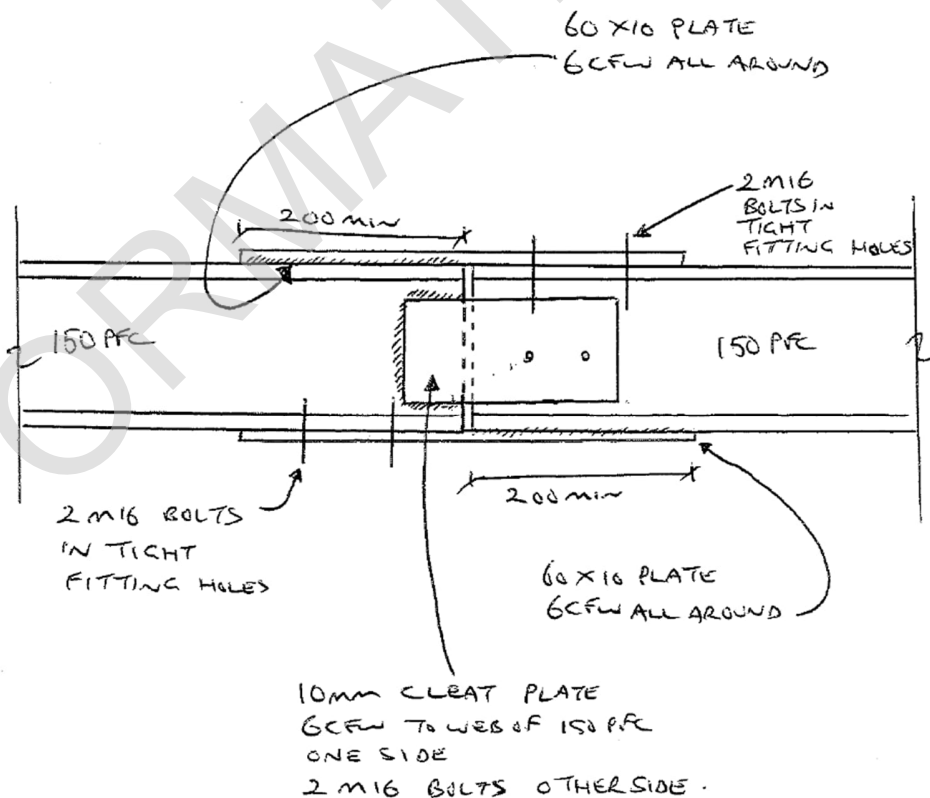
The contractor is to complete the following works:

### Preparation

- Remove plaster to the extent necessary to allow for removal and replacement of water damaged joist
- Prop cement sheet substrate using acroprops supporting a temporary nail laminated 90x90 beam at 2000mm max centres. Restrict access to above balcony whilst propped.
- Cut and remove existing water damaged truss.

### Truss Replacement

- Supply and install a 150PCF delivered in two parts and joined on site per below
- PFC to bear on existing load point from existing joist.
- 140X45 H3 MGP10 treated pine to be installed flat between PFC and cement sheet substrate to support substrate sheet edges
- PFC and treated pine to be installed tight against substrate
- Cut and cleat existing strongbacks through truss webs to new beam



### 4.3 Waterproofing and Paving

The proposed waterproofing works include a membrane to the substrate, installation of a reinforced screed, topping membrane and tiles.

Contractors may nominate their own AS4654.1 compliant waterproofing membrane and will be required to supply certification, installation guides and TDS for assessment before approval. The Contractor will warrant that the supplied waterproofing membrane is fit for purpose and installed in accordance with relevant manufacturing guides.

Works to comply with AS4654.2 – *Waterproofing membranes for external above ground use*, and AS3958 – *Ceramic Tiles*

The contractor is to undertake the following works:

#### Demolition

- Remove all existing tiling
- Remove all previous waterproofing
- Disconnect and store services such as AC for future reinstatement

#### Preparation

- Install puddle flanges to allow for below-membrane and screed drainage
- Install an AS4654.2 compliant overflow to the upper balcony.
- Install polyurethane to perimeter of substrate as a 'bond breaker'
- Ensure minimum bond breaker fillet size 15mmx15mm for liquid applied membranes

#### First Membrane

- Install primer coat in accordance with membrane suppliers documentation
- Install AS4654.1 compliant membrane to achieve a total dry film thickness in accordance with product datasheet

#### Slip sheets and unbonded screed

- Install double layer 350-300 micron thick plastic slip sheet over fully cured first membrane
- Ensure top layer installed at right angle to lower
- Install Ardex Standard Screed system comprising 3 to 4 parts washed sand, 1 part cement mixed with Ardex Abacrete.
- Place half of mixed screed over slip sheets to a depth of 25mm
- Install galvanised mesh, sized 50x50mm with wires approximately 1.5mm dia. in middle of screed
- Mesh to lap min. 150mm at joints

- Continue laying screed to ensure minimum 40mm screed thickness and minimum 1:100 falls to drainage.
- Ensure that no area of screed allows ponding
- Install control/movement joints at 5m max centres – ensure joint runs to slip sheet and is not meshed or screeded.
- Allow to cure min. 72 hours
- Install backing foam to movement joints
- Seal movement joints with suitable elastomeric joint sealant

#### Second membrane

- Ensure screed moisture content is below 8% or as otherwise required by membrane TDS
- Install AS4654.1 compliant membrane to achieve a total dry film thickness in accordance with product datasheet
- Ensure membrane turns into puddle flange as required.
- Seal control joints, wall to floor junctions and internal corners with Emer-Seal PU40 or similar compatible elastomeric joint sealant.
- Install Colourbond compression flashing over perimeter of waterproofing upturn

#### Paving

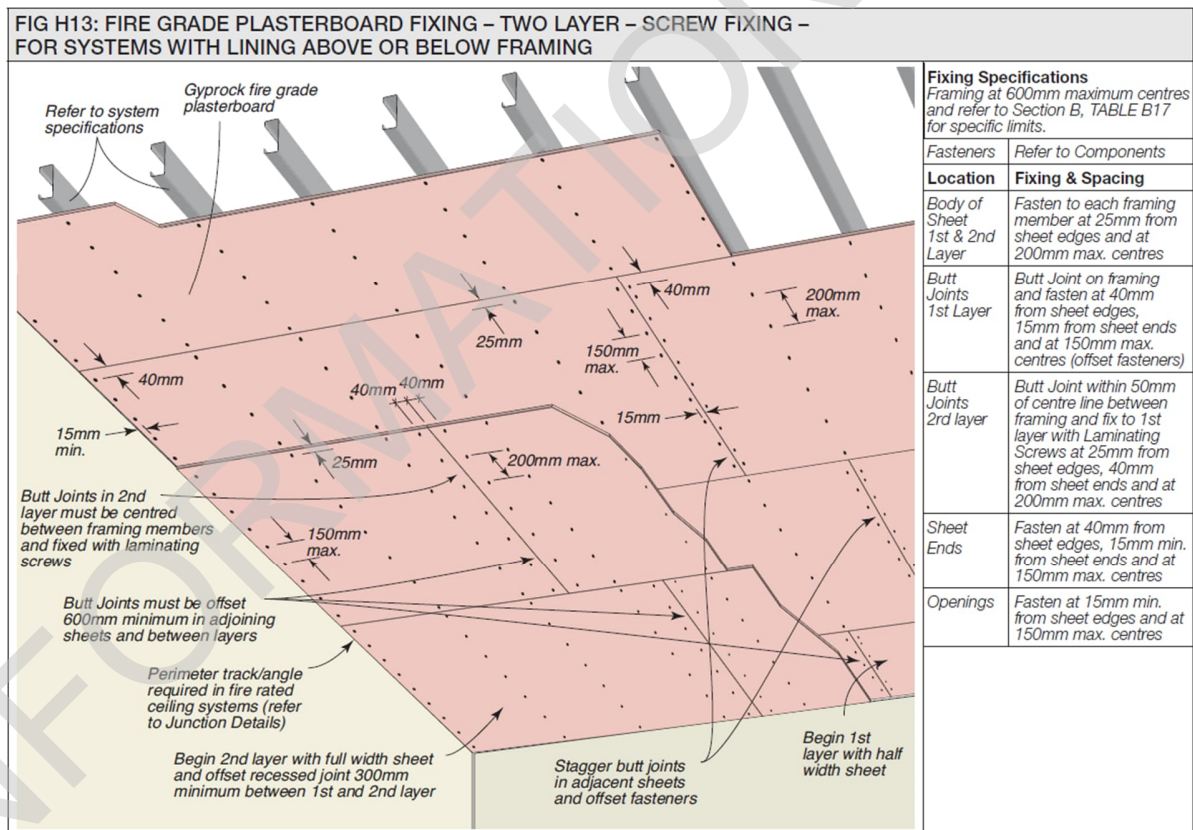
- Supply and install 20mm thick pavers.
- Allow for paving supply at \$55m<sup>2</sup>
- Contractor to co-ordinate paver selection with lot 203 resident
- Pavers to be non-slip and comply with AS3958.
- Install pavers on a Buzon adjustable height pod and pedestal system – ensure compliance with pedestal system and proposed membrane.
- Contractor to ensure that 1000mm balustrade height maintained.

Note – No allowance has been made for substrate replacement or door replacement. If door replacement or modification is required to allow an AS4654.2 compliant membrane upturn, this will be treated as a variation.

## 4.4 Plaster Repairs

The contractor is to:

- Remove all plaster remaining plaster to nominated areas to the ceiling of lot 105 (refer extent)
- Replace furring channel and clips where removed to allow truss replacement
- Install R2.0 non-combustible insulation batts
- Re-sheet affected ceiling areas with 2 layers 16mm Fyrchek with joints staggered 600mm min from sheet behind.
- Joint and plaster to achieve seamless finish
- Replace all affected cornice
- Paint entire ceilings affected by works to match existing with 2 coats Dulux interior to match existing
- Reinstate any existing lighting or electrical works to ceiling



## 4.6 Reinstatement

The contractor is to:

- Reinstall and reconnect all removed or altered plant and equipment or features and fixtures.
- Remove all excessive adhesive and / or caulking.
- Remove all rubbish or debris.

INFORMATION ONLY

## 5. General Conditions

### 5.1 Definitions

The following definitions shall apply:

The Owners Corporation / Owner is PS 702502M

The OC Manager is Colson Owners Corp

The Architect / Project Manager is Dragonfly Architecture and Construction T/a Dragonfly Remedial.

The Contractor is the party engaged by the Owners Corporation to undertake the prescribed works.

The Residents are the tenants and resident owners living within the property comprising the Owners Corporation.

### 5.1 The Site

The contractor is responsible for familiarizing themselves with the site and the extent and nature of works required, including means of access and all other matters which may affect their tender.

No variations will be allowed under the contract for the provision of additional access equipment, labour or materials caused through failure to fully inspect site, scope and specifications.

Access to the site for tendering will be organised by the Architect / Project Manager

#### ACCESS

Access to site for contractor personnel and materials delivery shall be as agreed by the Owners Corporation, their representative or Architect / Project Manager.

Materials are not permitted to be moved within passenger lifts without prior authorisation from the Owners Corporation

Any requirement for access via private lots is to be co-ordinated by the Contractors site representative and residents.

The Contractor must ensure that safe vehicular and pedestrian access is maintained throughout the works.

### FACILITIES

Limited on-site parking may be available by arrangement with the Owners Corporation

Any required additional connection to existing power and water will be at the cost of the Contractor, the cost of any electricity or water will be borne by the Owners Corporation

### STORAGE

On site storage can be negotiated with the Owners Corporation. Stored materials must not obstruct or interfere with resident activities. The contractor is responsible for maintaining insurance over materials and equipment stored on site.

The Contractor will comply fully with any storage requirements of the materials supplier or manufacturer.

### CLEANLINESS

The site shall be kept clean and clear of unnecessary rubbish and debris.

The Contractor shall ensure that all waste is disposed of appropriately and in accordance with any relevant laws, rules and regulations.

### PROTECTION OF ADJOINING AREAS

The contractor will provide suitable protection to floors, walls, finishes and fixtures to protect Owners Corporation and Resident property during works.

The Contractor will be required to provide a photographic dilapidation report to assist with the assessment of potential claims of resultant damage.

### PROTECTION OF PUBLIC AND RESIDENTS

The Contractor shall allow for and provide all hoardings, barricades, signs, lighting and traffic/pedestrian management as required to protect the public and their own workforce.

## 5.2 The Works

### MATERIALS AND WORKMANSHIP

The Contractor shall provide all new materials and include all labour, tools, plant and equipment required to undertake the works.

All works will comply with all relevant product manufacturers installation guides and/or recommendations. The contractor is to familiarise themselves with all attached or referenced product documentation.

All works are to be completed in a tradesman-like manner by suitably skilled and experienced trades persons who carry out works in accordance with the warranties set out within Section 8 of the Domestic Building Contracts Act.

The works are to comply with all relevant Australian Standards, National Construction Code, Building Act 1993, Building Regulations 2018, OH&S Act (VIC) 2004, OH&S Regulations (VIC) 2007 and the VBA's Guide to Standards and Tolerances.

### SCHEDULE AND PROGRAMME

The contractor shall provide and maintain a noticeboard in the residential foyer and provide notifications and updates including:

- Site contact details
- Work hours
- a works schedule in the form of a GANTT chart
- Staging and access requirements

The Works Schedule must be updated to reflect significant delays or variations to the programme, and revisions may be required for submission with monthly progress payment claims.

### NOISY WORKS

Works considered 'noisy', including the use of percussive equipment such as hammer drills, jackhammers impact drills, nail guns and grinders may be carried out only between 8:00am and 5:00pm on weekdays.

Contractors must also apply to all EPA and local government restrictions on noise and works.

Contractors are to allow for working hour restrictions within tender prices.

### SAFE WORK METHOD STATEMENTS (SWMS)

The contractor must keep SWMS on site for review and inspection as required.

### 5.3 Insurances

The Contractor shall maintain appropriate insurances for the duration of the works, and shall provide to the Architect / Project Manager the following insurances prior to site establishment:

- WorkSafe
- Public Liability                      \$20m
- General / Product Liability        \$20m

### 5.4 Warranties

These works are subject to the statutory warranties of Section 8 of the Domestic Building Contracts Act 1995, which require that:

- a) the builder warrants that the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;
- b) the builder warrants that all materials to be supplied by the builder for use in the work will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new;
- c) the builder warrants that the work will be carried out in accordance with, and will comply with, all laws and legal requirements including, without limiting the generality of this warranty, the Building Act 1993 and the regulations made under that Act [4] ;
- d) the builder warrants that the work will be carried out with reasonable care and skill and will be completed by the date (or within the period) specified by the contract;
- e) the builder warrants that if the work consists of the erection or construction of a home, or is work intended to renovate, alter, extend, improve or repair a home to a stage suitable for occupation, the home will be suitable for occupation at the time the work is completed;
- f) if the contract states the particular purpose for which the work is required, or the result which the building owner wishes the work to achieve, so as to show that the building owner relies on the builder's skill and judgement, the builder warrants that the work and any material used in carrying out the work will be reasonably fit for that purpose or will be of such a nature and quality that they might reasonably be expected to achieve that result.

## 5.5 Sub-Contractors

The Contractor may sub-contract part of the works, but not the works as a whole.

The Contractor shall state in his tender submission what portions of the works are to be sub-contracted and shall list proposed sub-contractors.

Following commencement of the works, no additional sub-contractors shall be engaged by the Contractor to undertake the Works without first obtaining the Owners Corporations acceptance via the Architect / Project Manager.

## 5.6 Quality Assurance

The contractor must have an internal quality assurance program to be maintained on site and available for review by the Architect / Project Manager.

The contractor is to record screed and substrate moisture contents prior to coating, and to inform the Architect / Project Manager of any hold points requiring inspection ahead of time.

Prior to painting works commencing, the project is to be registered with Dulux, and the contractor is responsible for ensuring their workers or subcontractors quote the applicable Product Activity Card (PAC) when purchasing Dulux products.

Contact [George.fragias@dulux.com.au](mailto:George.fragias@dulux.com.au), 0418 244 714 or authorised Dulux representative to register PAC. The Contractor is to obtain and provide a copy of Dulux material warranty at completion of project.

## 5.7 Contract

### CONTRACT FORM

The works will be undertaken under a contract of the contractors choosing.

The Contractor is invited to provide a copy of their client / contractor agreement for review. Any agreement must reference compliance with this Scope of Works.

The Owners Corporation may choose to engage an Architect / Project Manager to administer the works on their behalf.

### WORKS DEPOSIT

Under the Domestic Building Contracts Act 1995 (DBCA), domestic building work is the erection, construction, renovation, alteration, extension, improvement, or repair of a home and

associated work. If a project in Victoria contains both commercial and residential components, a DBCA compliant (domestic) contract must be used.

DBCA 1995 – Section 11 limits the amount of deposit to 10% for any contract price less than \$20,000, and 5% for any contract that equal to or more than \$20,000.

#### DEFECTS LIABILITY PERIOD

The Defects Liability Period for the works shall be 26 weeks.

#### CONTRACTS WORKS INSURANCE

Whilst the Contractor is in possession of the site and until the final certificate is issued at the end of the Defects Liability Period, the Contractor must maintain Contract Works Insurance naming the contractor, its subcontractors, and the Owners Corporation as insureds against loss or damage.

INFORMATION ONLY

## 6. Tender

### 6.1 Tender Conditions

The Tender must be on a lump-sum basis and be inclusive of GST

The owner's objective in evaluating the tender is to obtain the best value for money and not necessarily the lowest tendered price. The owner will not be bound to accept the lowest or any tender. Regardless of price and formality, the following factors may be taken into consideration in the assessment of tenders and tenderers.

- conformity with the tender documents and addenda
- ability to execute the works
- technical, managerial, and physical resources
- current commitments
- record of performance especially in relation to time and quality of work
- record of nominated sub-contractor performance where appropriate
- ability to perform within the contract time
- financial capacity
- price
- value for money

During the assessment of tenders, it may be necessary to obtain additional information from tenderers.

The Client reserves the right not to accept the lowest, or any, tender and to seek confirmation of price from tenderers.

If a tenderer finds a discrepancy, error or omission in the tender documents, the tenderer must notify the architect before the date and time for closing of tenders.

Contract comes into existence only upon execution of contract

## 6.2 Tender Form

Envisage Apartments – 368-370 Geelong Rd, Footscray West

Scope of Works – Joist and Waterproofing Replacement

### Tender Particulars:

Tender Meeting	To be advised
Closing Time	COB Friday October 28th 2022
Lodgement via	<a href="mailto:admin@dragonflyremedial.com.au">admin@dragonflyremedial.com.au</a>
Conditions of Contract	ABIC BW 2018

### Tenderer Details:

Name	_____
Address	_____
State	Postcode
ABN	_____
Telephone	Email

### Acknowledgement of Tenderers:

I / We have reviewed all tender documents and have tendered to perform the works in accordance and as described

Name (PRINT)	_____
Signature	_____
Date	_____

## 6.2 Tender Form

Encore Apartments – 368 Geelong Rd, Footscray West

Further site information such as existing architectural documentation sets and aerial survey available on request from admin@dragonflyremedial.com.au

### Contract Sum

The tender must provide a breakdown of the lump sum Contract Sum per the Scope of Works

	<u>Description</u>	<u>Price Exc. GST</u>
4.1	Permits / Preliminaries (PROVISIONAL SUM)	\$
4.2	Joist Replacement	\$
4.3	Waterproofing and Paving – PART 1 - DEMOLITON (Split at the request of the Owners Corporation)	\$
	Waterproofing and Paving – PART 2 - WATERPROOFING & PAVING (Split at the request of the Owners Corporation)	\$
4.4	Plaster Repairs	\$
4.5	Reinstatement	\$
	Contract Price Exc. GST	\$ _____
	GST	\$ _____
	Total Contract Price Inc. GST	\$ _____
	Time allowance for works (days)	_____
	Time allowance for inclement weather (days)	N/A

## 6.2 Tender Form

Encore Apartments – 368 Geelong Rd, Footscray West

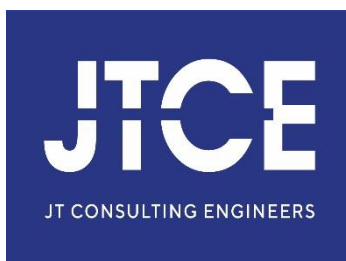
### LABOUR RATES PER ORDINARY HOUR (EXC.GST)

Project Manager (Contractor)	\$
Project Engineer	\$
Site Supervisor	\$
Carpenter	\$
Bricklayer	\$
Plumber	\$
Plasterer	\$
Painter	\$
Labourer	\$
Welder	\$
Tiler	\$
Waterproofer	\$
Scaffolder	\$
Concreter	\$
Electrician	\$

# Attachment 1

Engineering Design and Computations

INFORMATION ONLY



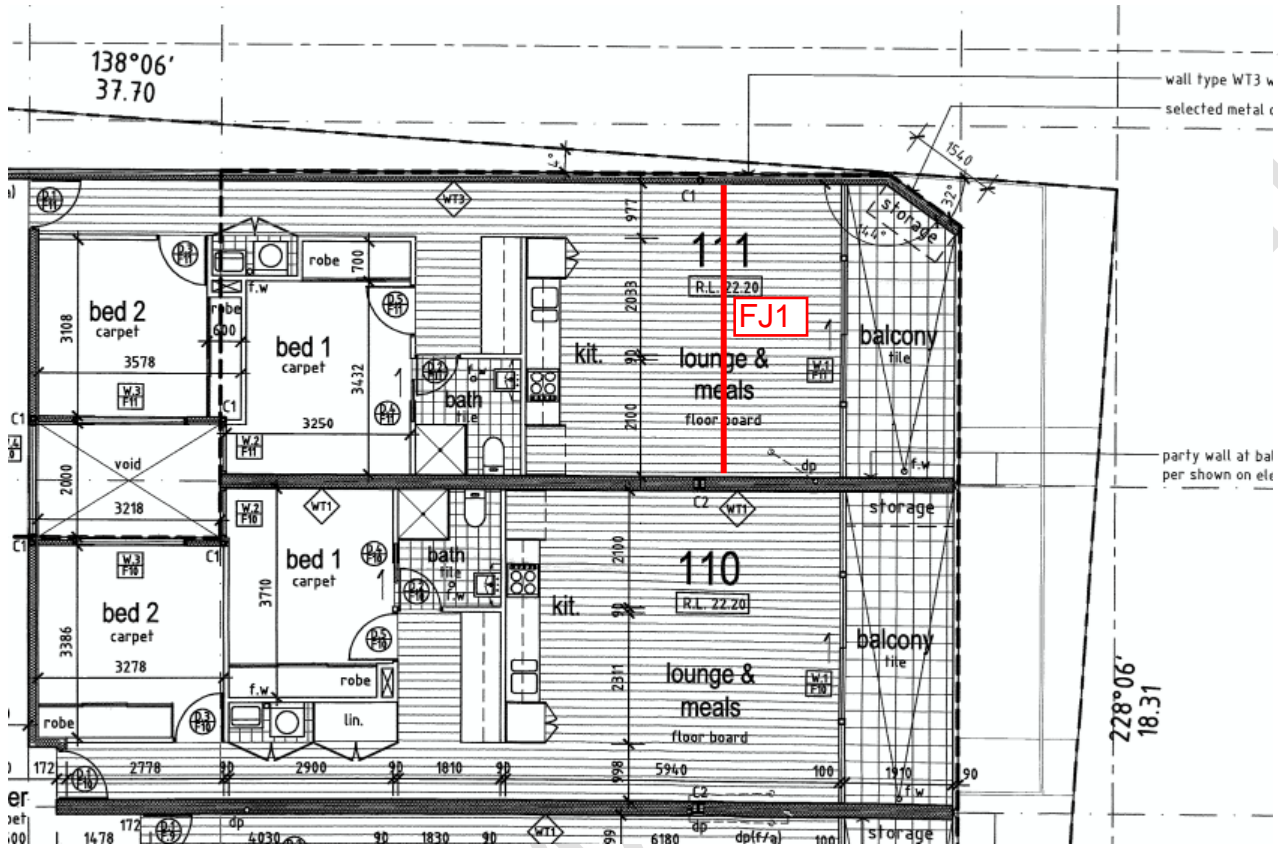
## **STRUCTURAL COMPUTATIONS**

### **PROPOSED FLOOR JOIST 368-370 GEELONG ROAD FOOTSCRAY**

**Project Number: 14503**

**DATE: 14/09/2022**

## COMPUTATION SHEET



**FLOOR JOIST REPAIR**

**FJ1 - 150PFC MAXIMUM SPAN 5300mm**



**JT CONSULTING ENGINEERS**  
Commercial. Industrial. Residential.

Suite 6, Level 2  
1632 High Street,  
Glen Iris 3146  
Victoria  
TEL: 9568 3590  
mail@jtce.com.au  
www.jtce.com.au

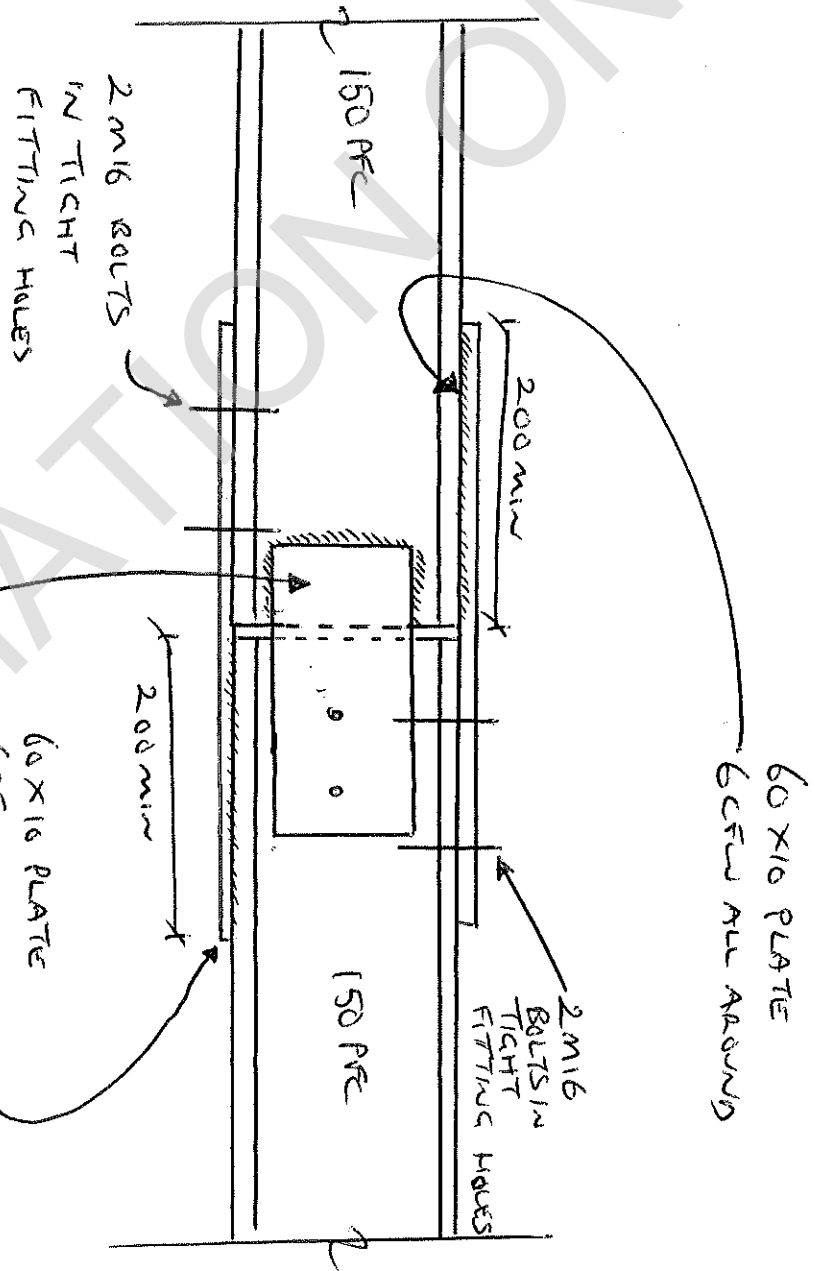
Page No: \_\_\_\_\_

Project No: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

COMPUTATION SHEET



150 PFC SPLICE DETAIL

- PACK UNDERSIDE OF FLOOR TO TOP OF PFC AS REQUIRED
- SPLICE DETAIL CAN BE LOCATED AT ANY LOCATION ALONG 150 PFC





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Suite 6, Level 2  
1632 High Street,  
Glen Iris 3146  
Victoria  
TEL: 9568 3590  
mail@jtce.com.au  
www.jtce.com.au

Page No: \_\_\_\_\_

Project No: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### COMPUTATION SHEET

From EM BEAM

$$M_x = 8.1 \text{ kNm}$$

$$V_x = 6 \text{ kN}$$

150 PFC

$$\text{COUPLE} = \frac{8.1}{0.15} = 54 \text{ kN}$$

DESIGN PLATE

CAPACITY OF 60 X 10 PLATE

$$\Rightarrow 0.9 \times 250 \times 60 \times 10 = 135 \text{ kN} > 54 \text{ kN} \therefore \text{OK}$$

CHECK 60FC

$$\phi V = 0.6 \text{ kNm}$$

$$\text{ASSUME 200 CONC} \Rightarrow 0.66 \times 200 = 132 \text{ kN} > 54 \text{ kN} \therefore \text{OK}$$



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1632 High Street,  
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Page No: \_\_\_\_\_

Project No: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

COMPUTATION SHEET

CHECK BOLTS IN SHEAR

7/3 FRAMES 57 kN

M16 8.8 Bolt,  $\phi V = 59.3 \text{ kN}$

ADOPT 2 M16 BOLTS

IN WEBS

BY INSPECTION 2 M16 BOLTS 9 10mm PLATE

OK

## Attachment 2

Markup of Existing Architectural Documentation

INFORMATION ONLY





## LIMITATIONS

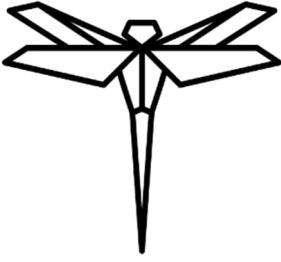
This report is based on visual inspection as observed on the date of inspection. Should further information come to light, the author reserves the right to re-attend and amend accordingly. Any revisions or re-attendance may be charged at an hourly rate.

Unless otherwise specified, this report does not include:

1. Destructive investigation
2. Water testing or leak diagnosis
3. Review of approved plans or permits
4. Assessment of
  - a. Defects not visually apparent during inspection
  - b. Defects beyond the remit of this report.
5. Investigation or assessment termite or insect attack

Cost estimates are broad estimates only – accurate estimation will require the engagement of a quantity surveyor or tender to contractors

This report was prepared solely for the use of the engaging party who may alone rely on this report.



# DRAGONFLY REMEDIAL

PO Box 1056  
Ascot Vale, Victoria 3032  
T: 0450 958 693 / 0466 020 485  
ABN: 68 618 774 995

6<sup>th</sup> January 2022

OCP# 702502  
C/- Colson Owners Corporation  
PO Box 5081  
Kew, VIC 3101

Attention: Nicole Ting and the Owners Corporation of 368-370 Geelong Rd

RE: Tender Results – Joist and Waterproofing Replacement – Encore Apartments

Dear Nicole and Committee

Three tenders were received by Dragonfly Remedial in response to our Joist and Waterproofing Replacement Request for Tender based on Scope of Works #2208.06 dated 16<sup>th</sup> September 2022.

## Summary

Tenders submitted by Maiolo Bros, UnoBuild and R&N building services are comparable in costs, with R&Ns price being the most competitive.

All of the contractors tendered to have undertaken similar works to other buildings, and we are happy to recommend R&N as the cheapest contractor for works to the balcony of 203 Geelong Rd and the structure below.

R&N's tender submission was non-conforming in that it did not separate demolition and waterproofing and paving costs as requested by the Owners Corporation – A request has been sent to R&N for clarification.

A preliminary project budget based on R&Ns contract price, plus contingencies, contract establishment and project management fees has been included over page.

To proceed, we invite the OC to instruct us to establish a contract with the preferred contractor. We are also available to meet and discuss if required.



Australian  
Institute of  
Architects



**REGISTERED**  
Building Practitioner

# Preliminary Budget

## 368-370 Geelong Rd

		Price (Exc. GST)		
Scope of Works		Maiolo Bros	UnoBuild	R&N
(Access - R&N item)				\$ 15,600.00
4.2 - Joist Replacement		\$ 33,000.00	\$ 10,400.00	\$ 26,500.00
4.3 - Lot 203 Waterproofing and Paving		\$ 130,000.00	\$ 162,800.00	\$ 110,000.00
4.4 - Plaster Repairs		\$ 15,000.00	\$ 4,100.00	\$ 22,000.00
4.5 - Reinstatement		\$ 5,500.00	\$ 9,200.00	\$ 3,500.00
Subtotal		\$ 183,500.00	\$ 186,500.00	\$ 177,600.00
Provisional Sums				
4.1 - Permits / Preliminaries		\$ 25,000.00	\$ 18,000.00	\$ 13,750.00
Total (Exc. GST)		\$ 208,500.00	\$ 204,500.00	(Above inc. GST)
GST		\$ 20,850.00	\$ 20,450.00	
Total (Inc.GST)		\$ 229,350.00	\$ 224,950.00	\$ 191,350.00
Recommended Contingency		\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Contract Establishment (Inc GST)		\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
PM Fees - (Approx 5%) (Inc GST)		\$ 9,500.00	\$ 9,500.00	\$ 9,500.00
Total Recommended Project Budget		\$ 265,050.00	\$ 260,650.00	\$ 227,050.00
Estimated Contract Duration (Days on Site)		55	150	70

### SEPARATION OF DEMOLITION AND WATERPROOFING / PAVING COSTS

The Owners Corporation requested that the costs of demolition and reinstallation of waterproofing be separated on contractor tender submissions. Only UnoBuild separated these costs as requested (\$35,000+GST for demolition, \$127,800 for waterproofing) We have requested separated pricing from R&N.

# Definition of Terms

## SCOPE OF WORKS

The tender documentation on which contractor quotations are based. Tasks within the scope are itemised and individually priced to assist with assessment of contractor claims.

## CONTRACTOR TOTAL

The total price tendered by contractors to undertake the works per the supplied tender documentation.

## PROVISIONAL SUMS

A 'Provisional Sum' within the tender is an allowance for an item that cannot be fully costed at the time of tender. To obtain a building permit for these works, a Building Surveyor will be engaged. It is at the discretion of the building surveyor to determine what documentation the contractor will need to provide to satisfy them that the works meet the requirements of the National Construction Code.

As provisional sums are an allowance, their actual cost is assessed based on costs incurred by the Contractor, with the contract price adjusted accordingly.

## CONTINGENCY

During remedial projects, the need for additional works is often discovered during the works themselves. With the removal of water damage plaster to the ceiling of lot 105, additional water damaged structure may be discovered, resulting in the need for additional works.

For this reason, a works contingency of \$25,000 has been included within the budget.

## CONTRACT ESTABLISHMENT

The cost to provide and establish 'the contract' (Australian Building Industry Contract (ABIC) Simple Works 2018) between the Owners Corporation and the Contractor, with Dragonfly Remedial as the 'Architect' to administer the works on behalf of the OC.

## PROJECT MANAGEMENT FEES

Fees for managing the works on behalf of the Owners Corporation, including onsite inspections, weekly site meetings and site minutes, responses to contractor queries, assessment of contractor payment claims, inspection of works to assess compliance with scope and applicable standards and the issuing of direction should unforeseen conditions be discovered.

Project management fees are a lump sum based on around 5% of the lowest contractors price.

# Tenders Received

The request for tender was instigated by Dragonfly Remedial, and a Scope of Works was issued to contractors on 16<sup>th</sup> September 2022

Four companies were invited to tender on the works – Maiolo Bros, R&N Building Services, Andreatta Group and UnoBuild. Andreatta declined to quote.

## MAIOLO BROS

<https://www.maiolobros.com.au/>

Maiolo Bros have been operating in Melbourne since the 1960s and have undertaken numerous façade painting and restoration works. We have worked with Maiolo on a number of projects from large to small over the last 6 years and have found their attitude to project delivery to be very professional and focused on customer satisfaction.

## R&N BUILDING SERVICES

<https://www.rnbs.com.au/>

R&N have been around since the 1970s and have completed similar works to buildings of this age and heritage. We have managed R&N on multi-million-dollar restoration project and found them to be professional and efficient. R&N have recently completed boundary wall replacement works to 368-370 Geelong Rd.

## UNOBUILD

<https://www.unobuild.com.au/>

UnoBuild are a smaller builder specialising in new-builds and remedial works including structural repairs, underpinning and waterproofing repairs. We have worked with UnoBuild on a number of waterproofing and structural repair jobs, and although they are a smaller contractor, we have been satisfied with their works.

Please feel free to contact us with any queries.

Trust this assists,

Yours faithfully,



Clinton Eldridge

Architect (remedial)

M.Arch, B.EnvDes. RAIA. RBP, DB-U

Tender Submission

Maiolo Bros

INFORMATION ONLY

## 6.2 Tender Form

Envisage Apartments – 368-370 Geelong Rd, Footscray West

Scope of Works – Joist and Waterproofing Replacement

Tender Particulars:


Tender Meeting To be advised  
Closing Time COB Friday October 28th 2022  
Lodgement via [admin@dragonflyremedial.com.au](mailto:admin@dragonflyremedial.com.au)  
Conditions of Contract ABICBW 2018

Tenderer Details:

Name Maiolo Bros  
Address 7/168 Christmas Street, Fairfield  
State VIC Postcode 3078  
ABN  
Telephone  MAIOLO PAINTING SERVICES PTY LTD - ABN 48 201 510 550  
Builders Registration Number: DB-U 65876  
M/ 0414 504 969  
E/ [joe@maiolobros.com.au](mailto:joe@maiolobros.com.au)

Acknowledgement of Tenderers:

I / We have reviewed all tender documents and have tendered to perform the works in accordance and as described

Name (PRINT) Joseph Maiolo  
Signature   
Date 15/11/2023

## 6.2 Tender Form

Encore Apartments – 368 Geelong Rd, Footscray West

Further site information such as existing architectural documentation sets and aerial survey available on request from admin@dragonflyremedial.com.au

### Contract Sum

The tender must provide a breakdown of the lump sum Contract Sum per the Scope of Works

	<u>Description</u>	<u>Price Exc. GST</u>
4.1	Permits/ Preliminaries (PROVISIONAL SUM)	\$ 25,000.00
4.2	Jbist Replacement	\$ 33,000.00
4.3	Waterproofing and Paving – PART 1 - DEMOLITON (Split at the request of the Owners Corporation) Waterproofing and Paving – PART 2 - WATERPROOFING & PAVING	\$130,000.00
<b>PLEASE NOTE - 4.3 PART 1 AND PART 2 HAVE BEEN PRICED TOGETHER</b>		
4.4	Plaster Repairs	\$15,000.00
4.5	Reinstatement	\$5,500.00
	Contract Price Exc. GST	\$ 208,500.00
	GST	\$ 20,850.00
	Total Contract Price Inc. GST	\$229,350.00
	Time allowance for works (days)	55
	Time allowance for inclement weather (days)	N/A



MAIOLO PAINTING SERVICES PTY LTD - ABN 48 201 510 550  
 Builders Registration Number: DB-U 65876  
 M/ 0414 504 969  
 E/ [jo@maiolobros.com.au](mailto:jo@maiolobros.com.au)

## 6.2 Tender Form

Encore Apartments – 368 Geelong Rd, Footscray West

### LABOUR RATES PER ORDINARY HOUR (EXC. GST)

Project Manager (Contractor)	\$
Project Engineer	\$
Site Supervisor	\$
Carpenter	\$
Bricklayer	\$
Plumber	\$
Plasterer	\$
Painter	\$
Labourer	\$
Welder	\$
Tiler	\$
Waterproofer	\$
Scaffolder	\$
Concreter	\$
Electrician	\$

TO BE ADVISED

Tender Submission

UnoBuild

INFORMATION ONLY

## 6.2 Tender Form

Encore Apartments – 368 Geelong Rd, Footscray West

Further site information such as existing architectural documentation sets and aerial survey available on request from admin@dragonflyremedial.com.au

### Contract Sum

The tender must provide a breakdown of the lump sum Contract Sum per the Scope of Works

	<u>Description</u>	<u>Price</u>	
		<u>Exc.</u>	<u>GST</u>
4.1		\$	18,000.00
	Permits / Preliminaries (PROVISIONAL SUM)		
4.2	Joist Replacement	\$	10,400.00
4.3		\$	35,000.00
	Waterproofing and Paving – PART 1 - DEMOLITON (Split at the request of the Owners Corporation))		
	Waterproofing and Paving – PART 2 - WATERPROOFING & PAVING (Split at the request of the Owners Corporation))	\$	127,800.00
4.4	Plaster Repairs	\$	4,100.00
4.5	Reinstatement	\$	9,200.00
		Contract Price Exc. GST	\$ 204,500.00
		GST	\$ 20,450.00
	Total Contract Price Inc. GST		\$ 224,950.00
	Time allowance for works (days)	150	Time
	allowance for inclement weather (days)	N/A	

PLEASE NOTE: WATERPROOFING INCLUDED AN EXTRA 3 COATS WITH EMBEDDED MESH DIRECTLY ON TO FIBRO CEMENT SHEET FLOOR TO PROTECT AREAS BELOW DURING THE WORK PRIOR SCREEDING AND SPECIFIED WATERPROOFING.

Tender Submission

R&N Building Services

INFORMATION ONLY

## 6.2 Tender Form

Envisage Apartments – 368-370 Geelong Rd, Footscray West

Scope of Works – Joist and Waterproofing Replacement

### Tender Particulars:

<b>Tender Meeting</b>	To be advised
<b>Closing Time</b>	<b>COB Friday October 28th 2022</b>
<b>Lodgement via</b>	<a href="mailto:admin@dragonflyremedial.com.au">admin@dragonflyremedial.com.au</a>
<b>Conditions of Contract</b>	ABIC BW 2018

### Tenderer Details:

Name	R&N Building Services Pty Ltd		
Address	36/94-102 Keys Road Moorabbin		
State	Victoria	Postcode	3189
ABN	42 087 279 981		
Telephone	9555 3064	Email	admin@rnbs.com.au

### Acknowledgement of Tenderers:

I / We have reviewed all tender documents and have tendered to perform the works in accordance and as described

Name (PRINT)	R&N Building Services Pty Ltd
Signature	_____
Date	3/11/2022

## 6.2 Tender Form

Encore Apartments – 368 Geelong Rd, Footscray West

Further site information such as existing architectural documentation sets and aerial survey available on request from admin@dragonflyremedial.com.au

### Contract Sum

The tender must provide a breakdown of the lump sum Contract Sum per the Scope of Works

	<u>Description</u>	<u>Price Exc. GST</u>
4.1	Permits / Preliminaries	\$ 13750
	(PROVISIONAL SUM) <b>HEIGHT ACCESS/SITE SETUP</b>	\$ 15600
4.2	Joist Replacement	\$ 26500
4.3	Waterproofing and Paving – PART 1 - DEMOLITON (Split at the request of the Owners Corporation)	\$
	Waterproofing and Paving – PART 2 - WATERPROOFING & PAVING (Split at the request of the Owners Corporation)	\$
		} 110000
4.4	Plaster Repairs	\$ 22000
4.5	Reinstatement	\$ 3500
	Contract Price Exc. GST	\$ 173,954.55
	GST	\$ 17,395.45
	Total Contract Price Inc. GST	\$ 191,350.00
	Time allowance for works (days)	70
	Time allowance for inclement weather (days)	N/A

## 6.2 Tender Form

Encore Apartments – 368 Geelong Rd, Footscray West

### LABOUR RATES PER ORDINARY HOUR (EXC.GST)

Project Manager (Contractor)	\$ 200
Project Engineer	\$ 300
Site Supervisor	\$ 150
Carpenter	\$ 120
Bricklayer	\$ 120
Plumber	\$ 120
Plasterer	\$ 120
Painter	\$ 120
Labourer	\$ 120
Welder	\$ 120
Tiler	\$ 120
Waterproofer	\$ 120
Scaffolder	\$ 120
Concreter	\$ 120
Electrician	\$ 120

**Residential Tenancies Act 1997**  
(Section 26(1))

**Residential Tenancies Regulations 2008**  
(Regulation 7)

THIS agreement is made on the 03rd day of **May**, 20 **19**

at **Suite 801, Level 8, 1 Queens Road, Melbourne VIC 3004**

**BETWEEN Gary and Julie Hubble**  
**(LANDLORD) C/O Suite 801, Level 8, 1 Queens Road, Melbourne VIC 3004**

(Name, ACN (if landlord is a company) and address)

(\*whose agent is **Ubertas Real Estate**  
**30825969380**  
**Suite 801, Level 8, 1 Queens Road MELBOURNE VIC 3000**  
**03 9863 8260** ) \*strike out if not applicable

(Name, ACN (if agent is a company), business address and telephone number)

**AND Sukhbir Singh**  
**(TENANT) 103/368-370 Geelong Rd Footscray, VIC 3012**

(Name, ACN (if tenant is a company) and address)

**1. PREMISES**

The landlord lets the premises known as **103/368-370 Geelong Rd Footscray, VIC 3012**

(\*together with those items indicated in the schedule) \*strike out if not applicable.

**2. RENT**

The rent amount is **\$1,434.00** The date the first rent payment is due is **26 / 02 / 2018**

Pay period:  weekly  fortnightly  monthly **26th** (insert the date of each month when the rent is due)

Place of payment: **ANZ - BSB 013 606 ACC - 5291 03114 REF GEEL103**

**3. BOND**

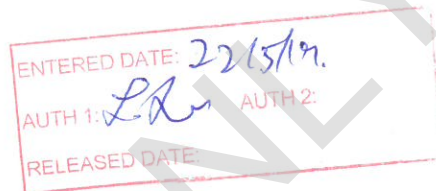
The tenant must pay a bond of **\$1,434.00** to the Landlord/agent on **26 / 02 /2018**

In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME **Sukhbir Singh** AMOUNT **\$1434.00**

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.



# Residential Tenancy Agreement ©



**4. PERIOD**

- (a) The period of the agreement is **12 Months**  
commencing on the **26th** day of **April, 2019**  
and ending on the **25th** day of **April, 2020**

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

**OR**

- (b) The agreement will commence from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

**4A. CONSENT TO ELECTRONIC SERVICE**

(1) Express Consent

The TENANT, **Sukhbir Singh**  
*[check one box only]*

- Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address \_\_\_\_\_

**OR**

- Does Not Consent to the electronic service of notices and other documents.

The LANDLORD, **Gary and Julie Hubble**  
*[check one box only]*

- Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address **cbd2@ubertas.com.au**

**OR**

- Does Not Consent to the electronic service of notices and other documents.

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
- (b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

**5. CONDITION OF THE PREMISES**

THE LANDLORD MUST -

- (a) ensure that the premises are maintained in good repair; and
- (b) if the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

**6. DAMAGE TO THE PREMISES**

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

**7. CLEANLINESS OF THE PREMISES**

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

**8. USE OF PREMISES**

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.

**9. QUIET ENJOYMENT**

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

**10. ASSIGNMENT OR SUB-LETTING**

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

**11. Residential Tenancies Act 1997**

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

**\*Schedule of items (See Clause 1)**

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### ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section.

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au).

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

**\*Please read this important advice about writing:** *in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.*

#### 12. Installing goods, making alterations, additions or renovations at my premises

**12.1** You must ask me in \*writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

**12.2** These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

#### 13. Other use of my premises

**13.1** You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in \*writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

**13.2** You must ask me in \*writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

#### 14. Utility charges at my premises

**14.1** I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

**14.2** You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

**14.3** If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.

**14.4** If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you

must have the service re-connected or repaired at your cost.

- 14.5** If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.
- 15. My insurances for my premises**
- 15.1** If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.
- 15.2** If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
- 15.3** My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.
- 16. Light globes and fluorescent tubes at my premises**
- 16.1** You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.
- 17. You must tell me about defects at my premises**
- 17.1** When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 18. Damage to my premises**
- 18.1** You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.
- 18.2** Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 18.3** When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.
- 18.4** If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.
- 19. You will indemnify me in certain circumstances if things go wrong at my premises**
- 19.1** If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.
- 19.2** If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.
- 20. Smoke detectors and heaters at my premises**
- 20.1** If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.2** If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

## Residential Tenancy Agreement<sup>©</sup>

- 20.3** You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises**
- 21.1** Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2** Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3** You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4** Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 21.5** Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.
- 22. Storage and removal of waste and rubbish at my premises**
- 22.1** You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2** If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4** An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.
- 23. Hanging washing at my premises**
- 23.1** If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2** If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.
- 24. Looking after the garden at my premises**
- 24.1** If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2** These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 24.3** If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4** If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 25. Pets at my premises**
- 25.1** Before you may have a pet of any description at my premises you must ask for permission in \*writing and receive it from me, or my managing agent.
- 25.2** I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission

is given, it may be on reasonable conditions.

- 25.3** If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.
- 26. Assignments, subletting or abandoning my premises**
- 26.1** If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in \*writing or ask my managing agent in \*writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.
- 26.2** If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -
- 26.2 (a)** a pro-rata letting fee;
- 26.2 (b)** advertising or marketing expenses;
- 26.2 (c)** rental data base checks on applicants;
- 26.2 (d)** rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3** Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.
- 27. If you intend to leave my premises when your tenancy ends**
- 27.1** If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.
- 27.2** You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form which is not an SMS message.
- 27.3** You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.
- 27.4** You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.
- 28. Remaining at my premises after your tenancy ends**
- 28.1** If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or tell my managing agent.
- 28.2** You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form that is not an SMS message.
- 29. If I require my premises when your tenancy ends**
- 29.1** If I require my premises when your tenancy ends, I, or my managing agent, will tell you.
- 29.2** I, or my managing agent, will tell you by giving you \*written notice in a form that is not an SMS message.
- 30. Changing the locks and alarm code at my premises**
- 30.1** You may change the locks at my premises.
- 30.2** If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 30.3** You may change the code of an alarm at my premises.
- 30.4** If you change the code, you must tell me or my managing agent in \*writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

- 31. 'To Let', 'auction' and 'for sale' signs at my premises**
- 31.1** You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 31.2** You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 32. Owners corporation rules and my premises**
- 32.1** If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 32.2** You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 32.3** You do not have to contribute to owners corporation capital costs or other expenses payable by me.
- 33. You cannot use your bond to pay your rent for my premises**
- 33.1** You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 33.2** You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.
- 34. Increasing the rent for my premises**
- 34.1** If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.
- 34.2** If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 34.3** If this is a periodic residential tenancy agreement -
- (a) if I propose to increase your rent, I will give you at least 60 days notice; and
- (b) the notice I give you will be in the form prescribed for the purpose.
- 34.4** I acknowledge I must not increase your rent at intervals of less than 6 months.
- 35. Receipt of condition report / statement of rights and duties for my premises**
- 35.1** You acknowledge before you took occupation of my premises, you received from me or my managing agent -
- (a) two copies of a condition report signed by me or by my managing agent; and
- (b) a written guide authorised and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.

**Non-REIV ADDITIONAL TERMS**

**These additional terms have been added to this Residential Tenancy Agreement by the Landlord's Agent.**

As per Additional Terms attached

RENTAL INCREASE TO TAKE PLACE 27/04/2019 NEW RENTAL AMOUNT \$1477.00

Code 135

# Residential Tenancy Agreement<sup>®</sup>



*rev*  
*[Handwritten signatures]*

Signature of landlord (s) Gary and Julie Hubble

Signature of tenant(s) Sukhbir Singh

### LANDLORD/AGENT TO COMPLETE:

#### \*URGENT REPAIRS:

(\*This section MUST be completed if an agent is to manage the premises)

The agent ~~\*can~~ ~~\*cannot~~ authorise urgent repairs

(\*delete the one that does NOT apply, check Authority)

\*The maximum amount for repairs which the agent can authorise is: \$200.00

(\*only complete if the agent can authorise urgent repairs, check Authority) (insert \$)

The agent's telephone number for urgent repairs is: \* 0398638260

(insert number)

INFORMATION ONLY

INFORMATION ONLY

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

MREC  
954 High Street  
RESERVOIR VIC 3073

Client Reference: 2137

NO PROPOSALS. As at the 6th April 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

368 GEELONG ROAD, WEST FOOTSCRAY 3012  
CITY OF MARIBYRNONG

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

Date of issue: 6th April 2023

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 68481752 - 68481752090541 '2137'**

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

920530

## APPLICANT'S NAME & ADDRESS

MREC C/- LANDATA  
MELBOURNE

## VENDOR

XX, XX

## PURCHASER

XX, XX

## REFERENCE

2137

This certificate is issued for:

LOT 103 PLAN PS702502, LOT CM1 PLAN PS702502 ALSO KNOWN AS 368 GEELONG ROAD WEST FOOTSCRAY  
MARIBYRNONG CITY

The land is covered by the:

MARIBYRNONG 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  
and a SPECIAL BUILDING OVERLAY
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

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

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

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)

06 April 2023

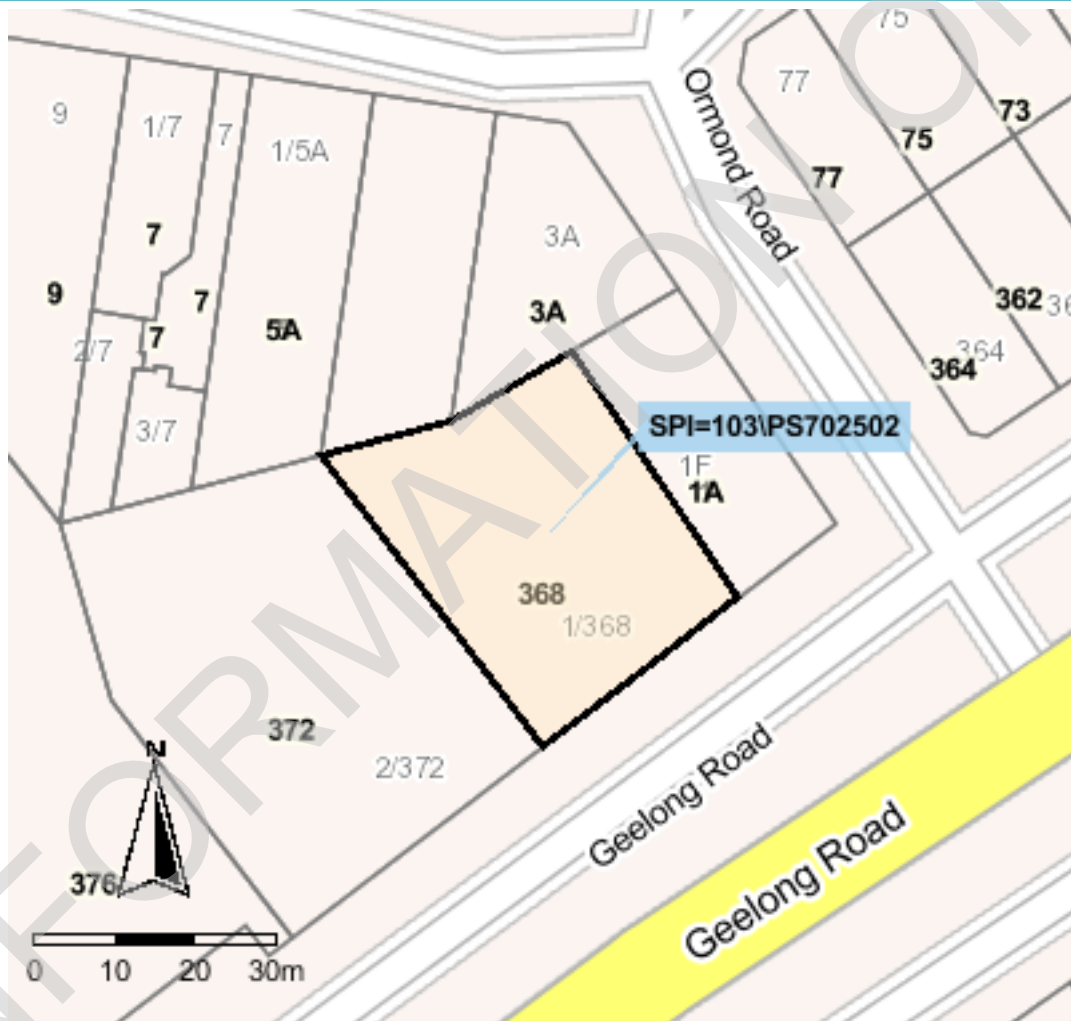
**Sonya Kilkeny**  
Minister for Planning

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.

## PROPERTY DETAILS

Address: **103/368 GEELONG ROAD WEST FOOTSCRAY 3012**

Lot and Plan Number: **Lot 103 PS702502**

Standard Parcel Identifier (SPI): **103\PS702502**

Local Government Area (Council): **MARIBYRNONG** [www.maribyrnong.vic.gov.au](http://www.maribyrnong.vic.gov.au)

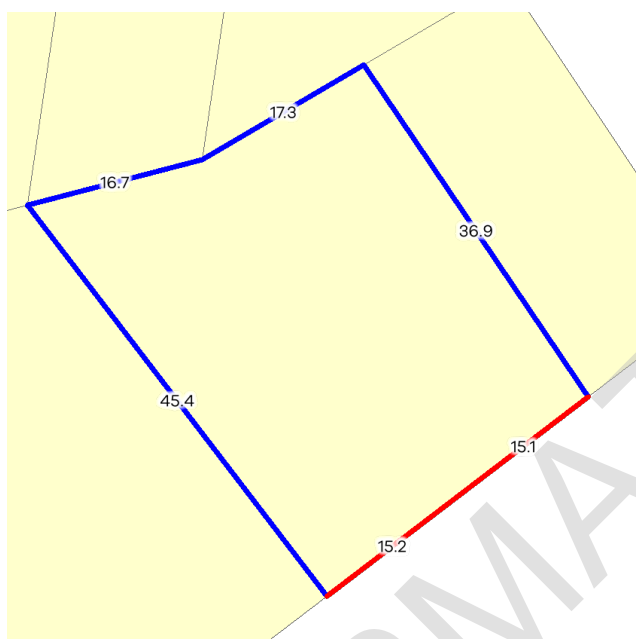
Council Property Number: **145122**

Directory Reference: **Melway 41 G6**

**Note:** There are 23 properties identified for this site. These can include units (or car spaces), shops, or part or whole floors of a building. Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

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



**Area:** 1257 sq. m

**Perimeter:** 147 m

For this property:

— Site boundaries

— Road frontages

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

Calculating the area from the dimensions shown may give a different value to the area shown above

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**

Legislative Assembly: **FOOTSCRAY**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



Selected Property

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 26 April 2023 11:42 PM

## PROPERTY DETAILS

Address: **103/368 GEELONG ROAD WEST FOOTSCRAY 3012**  
 Lot and Plan Number: **Lot 103 PS702502**  
 Standard Parcel Identifier (SPI): **103\PS702502**  
 Local Government Area (Council): **MARIBYRNONG**  
 Council Property Number: **145122**  
 Planning Scheme: **Maribyrnong**  
 Directory Reference: **Melway 41 G6**

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

[Planning Scheme - Maribyrnong](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Greater Western Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **FOOTSCRAY**

## OTHER

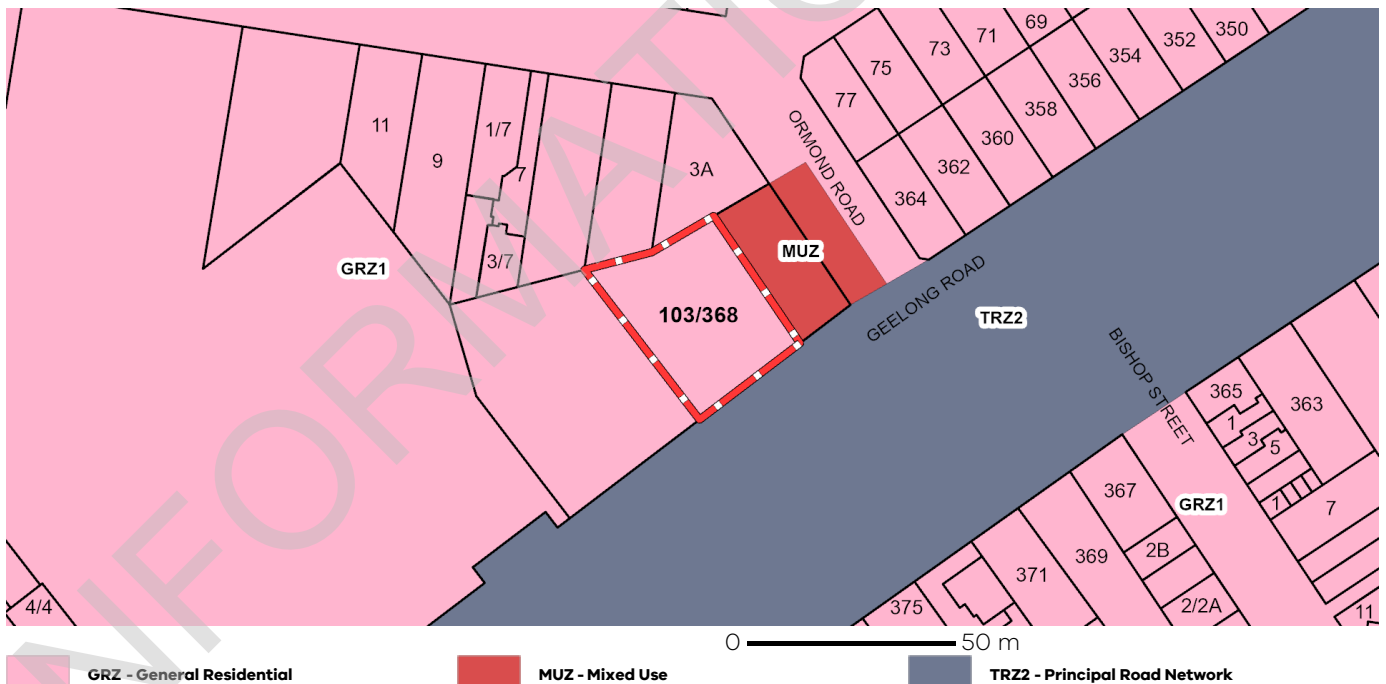
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

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



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

## Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)



[SPECIAL BUILDING OVERLAY \(SBO\)](#)

[SPECIAL BUILDING OVERLAY SCHEDULE \(SBO\)](#)



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

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

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### HERITAGE OVERLAY (HO)



## Further Planning Information

Planning scheme data last updated on 19 April 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

## Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

## Native Vegetation

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

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

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

DATED

2023

**GARY JAMES HUBBLE AND JULIE ANNE HUBBLE**

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: LOT 103/368 GEELONG ROAD WEST FOOTSCRAY VIC 3012**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**  
Licensed Conveyancer

954 High Street Reservoir Vic 3073  
Tel: 9464 6732

Ref: AJ:23/2137AJ