



**JESSE FRANCIS O'SULLIVAN
OLIVIA JADE NICHOLSON**

(Vendor)

**CONTRACT OF SALE
PROPERTY: 1/15 RIGBY STREET, CARRUM 3197**

VENDORS REPRESENTATIVE

Melbourne Conveyancing Group

Tel: 0426 385 900

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CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 1/15 RIGBY STREET, CARRUM 3197

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 the Act; and
- a copy of the full terms of this contract.

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

SIGNED BY THE PURCHASER on/..... /2025

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/..... /2025

Print name of person

signing.....

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31

Sale of Land Act 1962

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)

Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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.

Estate Agents (Contracts) Regulations 2008

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Tel:(03)

Ref:

Email:

VENDORS

**JESSE FRANCIS O'SULLIVAN
OLIVIA JADE NICHOLSON**

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Melbourne Conveyancing Group

Tel: 0426 385 900 Fax:

Ref:

Email:

info@melbconveyancinggroup.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel:

Fax:

Ref:

Email:

LAND (general conditions 3 & 9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 9880 Folio 324	Lot 1	SP31745U

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

1/15 RIGBY STREET, CARRUM 3197

GOODS SOLD WITH THE LAND
(general condition 2.3(f))

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

PAYMENT (general condition 11)

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

GST (general condition 13)

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

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

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

SETTLEMENT (general condition 10)

Is due on

LEASE (general condition 1.1)

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 1.1.

TERMS CONTRACT (general condition 23)

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 14) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

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

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
(a) to the vendor's licensed estate agent; or
(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
(a) up to \$1,000 in cash; or
(b) by cheque drawn on an authorised deposit-taking institution; or
(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
However, unless otherwise agreed:
(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 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.

Special condition 2 – Acceptance of title

General condition 12.4 is added:

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

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is “plus GST” or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

Special condition 5 - Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general 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 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.
- 15A.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.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.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.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST WITHHOLDING

Definitions

- 5A.1 In this special condition, unless expressed otherwise:
- (a) section references are to Schedule 1 of the *Taxation Administration Act 1953* (Cwth) as amended by *Treasury Laws Amendment (2018 Measures No. 1) Act 2018* (Cwth) and asterisked terms have the same meanings as when used in that schedule;
 - (b) **ATO** means the Australian Taxation Office;
 - (c) **Commissioner** means the Commissioner of the ATO;
 - (c) **LRN** means a unique lodgement reference number issued by the ATO in respect of the supply of the property under this contract;
 - (d) **PRN** means a unique payment reference number issued by the ATO in respect of the supply of the property under this contract;
 - (e) **Purchaser Attorney** has the meaning given in special condition 5A.11
 - (f) **Purchaser Notification Form 1** means the GST property settlement withholding notification form 1 available on the ATO website at <https://www.ato.gov.au/gstpropertysettlementform1/>;
 - (g) **Purchaser Notification Form 2** means the GST property settlement date confirmation form 2 available on the ATO website at <https://www.ato.gov.au/gstpropertysettlementform2/>;
 - (h) **Purchaser representative** has the meaning given in special condition 5A.10(a);
 - (i) **settlement** means the time when the first *consideration for the *supply (other than consideration provided as a deposit) is first provided;
 - (j) **settlement funds** means the funds provided, or made available, by the purchaser to effect settlement; and
 - (k) **withholding sum** has the meaning given in special condition 5A.4.

Vendor notification

- 5A.2 The purchaser must, within 5 business days of a written request by the vendor, provide the vendor with such information as the vendor requires to determine whether section 14-255 applies to the supply of the property under this contract. The purchaser warrants that any information provided in response to such a request is true and correct as at the date it is provided and as at settlement.
- 5A.3 If section 14-255(1) applies to the supply of the property under this contract, the vendor must give the purchaser the written notice required by that section at least 3 business days prior to settlement.

Purchaser notification

- 5A.4 If section 14-250 requires the recipient of the supply of the property under this contract to pay to the Commissioner an amount (**withholding sum**), the purchaser must:
- (a) complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum to the Commissioner, including:
 - (i) lodgement of Purchaser Notification Form 1 as soon as reasonably practicable after the day of sale but no later than 2 business days prior to settlement; and
 - (ii) lodgement of Purchaser Notification Form 2 as soon as reasonably practicable on or after settlement but no later than 2 business days after settlement; and
 - (b) in relation to each online notification form referred to in special condition 5A.3(a), within 2 business days of lodgement of such form, notify the vendor, or the vendor's representative, in writing that the form has been lodged, the date it was lodged, the PRN and LRN issued by the ATO (if any) and include a copy of the lodged form (if possible).

Payment of withholding sum

- 5A.5 At settlement, the purchaser must comply with sections 14-250 and 16-30 by deducting and paying an amount equal to the withholding sum to the Commissioner from the settlement funds as follows:
- (a) if settlement is conducted by electronic conveyancing under special condition 8, by an electronic transfer of funds to the Commissioner effected via the electronic conveyancing system; and
 - (b) in all other cases, by giving the vendor a bank cheque payable to the Commissioner for the withholding sum, and this must be reflected in the settlement statement.
- 5A.6 If the purchaser gives to the vendor a bank cheque under special condition 5A.4(b), the vendor must, as soon as reasonably practicable following settlement, pay the bank cheque to the Commissioner.
- 5A.7 An amount paid or applied by the purchaser under special condition 5A.4 and in accordance with sections 14-250 and 16-30 is treated as having been paid to the vendor.

- 5A.8 The purchaser is responsible for any interest, costs, charges or penalties payable to the Commissioner on account of non-payment or late payment of the withholding sum.
5A.9 Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.

Purchaser representative

- 5A.10 The purchaser must:
- (a) engage a legal practitioner or conveyancer (**Purchaser representative**) to conduct all the legal aspects relating to the transfer and settlement of the property under this contract, including performance of the purchaser's obligations under this special condition and section 14-250; and
 - (b) ensure that the Purchaser representative does so.

Purchaser breach

- 5A.11 The purchaser irrevocably appoints each of the vendor and the vendor's representative individually as the purchaser's attorney (**each a Purchaser Attorney**), and in the purchaser's name (or in the name of the Purchaser Attorney) and on the purchaser's behalf, to complete and lodge any online notification form referred to in special condition 5A.4(a) and do all other things reasonably required to complete and lodge such form, in the event of a breach of special condition 5A.4 by the purchaser.
- 5A.12 The purchaser grants to the vendor, and the vendor may take, a charge over the property after settlement in the event that the purchaser does not pay the withholding sum to the Commissioner in accordance with section 14-250, section 16-30 or special condition 5A.4, until such time as the purchaser pays the withholding sum (and any associated interest, costs, charges or penalties) to the Commissioner.

Non-merger

- 5A.13 This special condition 5A does not merge on settlement.



Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 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.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.



Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

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

Special condition 8 – Electronic conveyancing

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 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 special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 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 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) “deposit bond” means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor’s legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.

- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.



Special condition 10 – Bank guarantee

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3.
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.



Special condition 11 – Building report

- 11.1 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 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.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special 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.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.



Special condition 12 – Pest report

- 12.1 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;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special 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.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.
13. If there is more than one Purchaser it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the Property (“the Proportions”).
- 13.1 If the Proportions recorded in the transfer differ from those recorded in the contract, it is the Purchasers responsibility to pay any additional duty which may be assessed as a result of the variation.
- 13.2 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's Legal Practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- 13.3 This Special Condition will not merge on completion.
- 14 The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract the Vendor will suffer loss and damages. The Purchaser will in addition to interest chargeable on the balance of purchase moneys outstanding under the Contract pay to the Vendor the following sums:-

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
 - (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date of settlement;
 - (c) Accommodation expenses necessarily incurred by the Vendor;
 - (d) Storage cost of the Vendor's furniture and other possessions;
 - (e) Legal costs and expenses as between Solicitor and client;
 - (f) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
- 15 Settlement must complete no later than 3.00 pm on the due date for settlement.
- 16 Foreign Investment Policy
- 16.1 In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisitions and Takeovers Act 1975.
- 16.2 The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this Contract including any consequential loss.
- 17 The General Conditions are amended in the following manner:-
- (a) General Condition 9 is deleted;
 - (b) General Condition 23 is deleted;
 - (c) General Condition 24.4, 24.5 and 24.6 are deleted; and
 - (d) The words "the deposit up to" in General Condition 28.4(a) are deleted.
18. LAND TAX IS NOT AN ADJUSTABLE ITEM.

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a 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.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 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.
- 3.2 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.

4. SERVICES

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. 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.

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, 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.
- 7.4 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.
- 7.5 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.
- 7.6 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 7.5 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.

- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 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.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 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.
- 7.15 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.

8. 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.

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
 - (b) if 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
 - (c) if 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.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

14. LOAN

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

- 15.1 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.
- 15.2 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.

Transactional

16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) 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*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. 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.

20. 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.

21. NOTICES

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. 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.

23. TERMS CONTRACT

23.1 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.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. DEFAULT NOTICE

- 27.1 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.
- 27.2 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.

28. DEFAULT NOT REMEDIED

- 28.1 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.
- 28.2 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.
- 28.3 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.

28.4 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.

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

SALE OF LAND REGULATIONS 2005

SCHEDULE 1 GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount *by* which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchaser of the property.

SECTION 32

STATEMENT

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

Vendor:	JESSE FRANCIS O'SULLIVAN AND OLIVIA FRANCIS NICHOLSON
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Property:	1/15 RIGBY STREET, CARRUM 3197
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VENDORS REPRESENTATIVE

Melbourne Conveyancing Group

Tel: 0426 385 900

Email: info@melbconveyancinggroup.com.au

SECTION 32 STATEMENT

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them do not exceed \$7,000.00

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

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

32B INSURANCE

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

32C LAND USE

- (a) RESTRICTIONS

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:- NIL

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

- (b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

- (c) ROAD ACCESS

There is access to the Property by Road.

SECTION 32 STATEMENT

(d) PLANNING

Planning Scheme: Kingston Planning Scheme

Zone: Neighbourhood Residential Zone

32D NOTICES

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

32E BUILDING PERMITS

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

NIL

32F OWNERS CORPORATION

The Land is affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*, however, is inactive.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

Service	Status
Electricity supply	(Connected)
Gas supply	(Connected)
Water supply	(Connected)
Sewerage	(Connected)
Telephone services	(Connected)

SECTION 32 STATEMENT

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

32I **TITLE**

Attached are the following documents concerning Title:

Certificate of Title Volume 9880 Folio 324
Plan of Subdivision No. PS31745U

A copy of the Register Search Statements and the documents, or part of the documents, referred to as the diagram location in the Register Search Statements that identifies the land and its location.

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

**JESSE FRANCIS O’SULLIVAN
OLIVIA JADE NICHOLSON**

Signature of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

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

VOLUME 09880 FOLIO 324

Security no : 124127700523M
Produced 02/09/2025 01:58 PM

LAND DESCRIPTION

Lot 1 on Registered Plan of Strata Subdivision 031745U.
PARENT TITLE Volume 06893 Folio 490

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
OLIVIA JADE NICHOLSON
JESSE FRANCIS O'SULLIVAN both of UNIT 1 15 RIGBY STREET CARRUM VIC 3197
AR595714R 26/10/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR595715P 26/10/2018
BENDIGO AND ADELAIDE BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP031745U 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 1 15 RIGBY STREET CARRUM VIC 3197

ADMINISTRATIVE NOTICES

NIL

eCT Control 18057S BENDIGO BANK
Effective from 26/10/2018

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP031745U



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

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

Page 2 of 2

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	SP031745U
Number of Pages (excluding this cover sheet)	2
Document Assembled	02/09/2025 13:58

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31745 U
SP031745U

CHART 16

PLAN OF STRATA SUBDIVISION

SP 31745

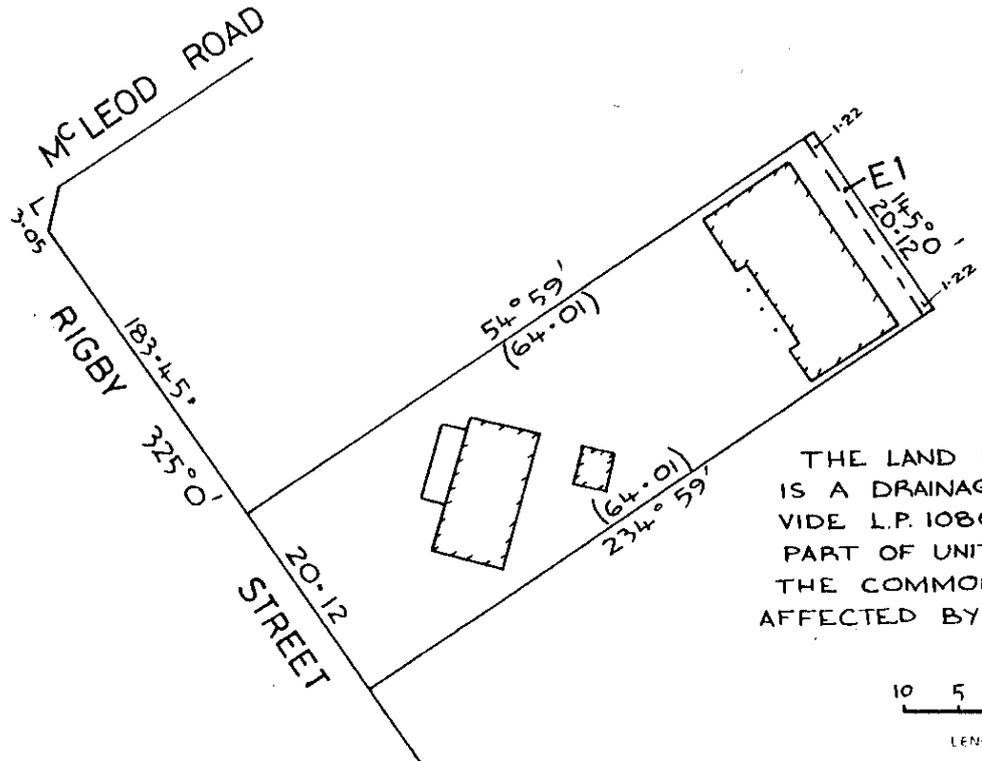
THE PARCEL - The whole of the land described in Certificate of Title
Volume 6893 Folio 490 being part of
Crown ALLOTMENT 101
Parish of LYNDHURST County of MORNINGTON

REGISTERED

POSTAL ADDRESS OF BUILDINGS
15 RIGBY STREET
CARRUM. 3197

TIME 7.45 DATE 26-5-89

FOR CURRENT ADDRESS FOR SERVICE OF NOTICE
SEE OWNERS CORPORATION SEARCH REPORT



THE LAND SHOWN THUS E1
IS A DRAINAGE EASEMENT
VIDE L.P. 10864
PART OF UNIT 2 & PART OF
THE COMMON PROPERTY IS
AFFECTED BY THIS ENCUMBRANCE

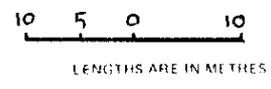


Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel

SURVEYORS CERTIFICATE

I, MICHAEL JAMES REDDIE OF 28 SHUTE AVE. BERWICK 3806
a surveyor licensed under the Surveyors Act 1978 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Surveyors Act 1978; that the plan accurately represents as at the 19TH day of JANUARY 1989 in the manner required by or under the Strata Titles Act 1967 and by or under the Surveyors Act 1978; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

Signature: Michael J Reddie Date: 7.2.1989

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (c), Strata Title Act

The Common Seal of the Mayor, Councillors and Citizens of the City of Chelsea was hereto affixed this 6th day of March, 1989 pursuant to sub-section 6(1) of the Strata Title Act 1967 in the presence of

[Signatures]
Councillor
Councillor
Town Clerk

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT

M. J REDDIE SURVEYS P/L
LICENSED SURVEYOR
28 SHUTE AVE. BERWICK. 3806
PHONE: 707 4117

SURVEYORS REF.
85.2.10

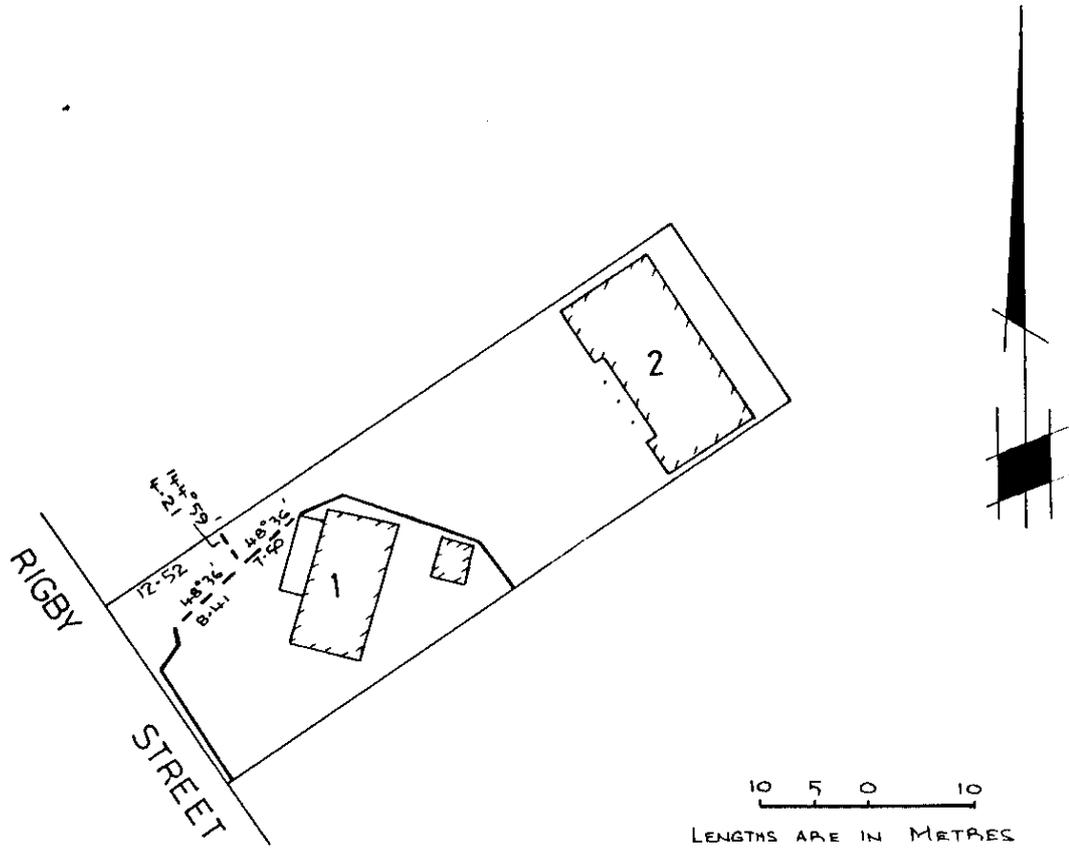
VICTORIA

[Signature]
LICENSED SURVEYOR
SHEET 1 OF 2 SHEETS
COUNCIL REF: 1516

LEGEND

- 1 THE BUILDINGS IN THE PARCEL THE WHOLE OF WHICH ARE CONTAINED IN ~~EACH OF~~ UNITS 1 & 2 (~~BOTH INCLUSIVE~~) ARE SINGLE STOREY BUILDINGS.
- 2. THE UPPER BOUNDARY OF EACH OF UNITS 1 & 2 (~~BOTH INCLUSIVE~~) IS 8 METRES ABOVE THAT PART OF THE SITE WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN ON THE DIAGRAM BELOW. THE LOWER BOUNDARY ^{OF EACH OF THESE UNITS} IS ONE METRE BELOW THAT PART OF THE SITE.
- 3 THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT THE LAND IN UNITS 1 & 2 (~~BOTH INCLUSIVE~~)
- 4. NO UNIT IS AN ACCESSORY UNIT.

V. 25/5/09



I certify that this plan accompanies
 and forms part of plan of subdivision
 number 1516 approved by Council
 and sealed with the Common Seal on
 the 6th day of MARCH, 1981.

[Signature]
 Town Clerk

M.J REDDIE SURVEYS P/L
 LICENSED SURVEYOR
 28 SHOTE AVE. BERWICK
 V.C. 3806. PHONE: 7074117

SURVEYORS REG
 85-2-10

Michael J Reddie
 LICENSED SURVEYOR
 SHEET 2 OF 2 SHEETS

From www.planning.vic.gov.au at 02 September 2025 01:56 PM

PROPERTY DETAILS

Address: **1/15 RIGBY STREET CARRUM 3197**
Lot and Plan Number: **Lot 1 SP31745**
Standard Parcel Identifier (SPI): **1\SP31745**
Local Government Area (Council): **KINGSTON**
Council Property Number: **441254**
Planning Scheme: **Kingston**
Directory Reference: **Melway 97 F7**

www.kingston.vic.gov.au

[Planning Scheme - Kingston](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **CARRUM**
OTHER
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria & Country
Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 \(NRZ7\)](#)



NRZ - Neighbourhood Residential

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

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

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

PLANNING PROPERTY REPORT: 1/15 RIGBY STREET CARRUM 3197

Page 1 of 5

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

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



ESO - Environmental Significance Overlay **SBO - Special Building Overlay**

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 28 August 2025.

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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 02/09/2025 01:58:07 PM

**OWNERS CORPORATION
PLAN NO. SP031745U**

The land in SP031745U is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1, 2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

15 RIGBY STREET CARRUM VIC 3197

SP031745U 26/05/1989

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	10	10
Lot 2	10	10
Total	20.00	20.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/09/2025 01:58:07 PM

OWNERS CORPORATION
PLAN NO. SP031745U

Statement End.



SENDER
City of Kingston
 PO Box 1000, Mentone, VIC 3194

Rates & Valuation Notice

Notice for period 1 July 2025 to 30 June 2026

J F O'Sullivan and O J Nicholson
 1/15 Rigby St
 CARRUM VIC 3197

TAX INVOICE
 ABN 80 640 377 247
kingston.vic.gov.au
 1300 653 356 131 450
kingston.vic.gov.au/contact
cityofkingston

Notice Summary

ASSESSMENT NUMBER **113653/8**
 DATE ISSUED **06/08/2025**

TOTAL AMOUNT PAYABLE
\$2,007.24

INCLUDES THE FOLLOWING:

TOTAL REBATES
\$0.00

ARREARS OUTSTANDING
\$23.89

Interest will be charged on outstanding arrears from 1 July 2025, unless agreed with Council.

[Click here for more information about your rates](#)

Council Rate & Charges 2025/2026

General Rate = CIV x 0.0018201 rate in \$	\$1,228.57
Municipal Charge	\$100.00
Waste Choice A-120lt Bin 240lt Green & Recycle Bin	\$402.00
Total Council Rate & Charges 2025/2026	\$1,730.57

Arrears, Payments & Other Charges

Arrears	\$23.89
Total Arrears, Payments & Other Charges	\$23.89

Mandatory State Government Charges

Emergency Services Volunteer Fund 2025/2026

ESVF Residential Rate =CIV X 0.000173 rate in \$	\$116.78
ESVF Residential Emergency Services Volunteer Fund Levy-Fixed	\$136.00
Total Emergency Services Volunteer Fund 2025/2026	\$252.78

Payments and ownership changes made after 1 July 2025 may not be shown in this notice.

TOTAL AMOUNT PAYABLE \$2,007.24

Property Details

DESCRIPTION
 1 15 Rigby Street, CARRUM VIC 3197

SITE VALUE
 \$600,000

CAPITAL IMPROVED VALUE
 \$675,000

NET ANNUAL VALUE
 \$33,750

OPERATIVE VALUATION DATE
 1 July 2025

LEVEL OF VALUE DATE
 1 January 2025

LAND USE (FOR FSPL)
 Residential

AVPCC
 120 - Single Unit/Villa Unit/Townhouse

PAYMENT OPTIONS

PAY BY INSTALMENTS

30 SEPTEMBER 2025	\$519.84
30 NOVEMBER 2025	\$495.80
28 FEBRUARY 2026	\$495.80
31 MAY 2026	\$495.80

To take up the instalment option, please make the first payment by 30 September, 2025.
 Your first instalment will include any arrears outstanding (if any).

PAY A LUMP SUM

Take up this option by paying the total amount in one easy transaction.

\$2,007.24

Due 15 February 2026

Payble™ - Our newest payment system

- Pay with card or bank
Automatic payments for all major bank accounts, credit and debit cards
- Smaller Instalments
Manage your budget with weekly, fortnightly or monthly instalments
- Helpful reminders
Receive SMS reminders before important due dates



Scan to pay
payble.kingston.vic.gov.au



Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER:
113653/8

RATEPAYER:
 J F O'Sullivan and O J Nicholson

PROPERTY DESCRIPTION:
 1 15 Rigby Street, CARRUM VIC 3197

SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS



1300 276 468
 BILLER CODE 8938
 REF 1136 538



BILLER CODE 8938
 REF 1136 538



131 816
 BILLER CODE 0327
 REF 0011 3653 8



Use your mobile phone to scan and view your flexible payment options or visit payble.kingston.vic.gov.au

ARREARS ONLY \$23.89



*327 001136538

INSTALMENT \$519.84



*327 001136538

FULL PAYMENT \$1,983.35



*327 001136538

INTERNAL USE ONLY



EMERGENCY SERVICES AND VOLUNTEERS FUND

The Emergency Services and Volunteers Fund (ESVF) is a new Victorian Government levy that all councils are required to collect.

This state charge is included on your rates notice - but the levy is not set or kept by local councils. We must pass it directly to the Victorian Government.

It replaces the current Fire Services Property Levy and will fund a wider range of emergency services, including the CFA, Fire Rescue Victoria, SES, Triple Zero and other agencies. For more information, please visit kingston.vic.gov.au/esvf

BASIS OF RATES ASSESSMENT

Council uses the capital improved system of valuation. The following rates and charges apply:

- General rates, calculated by multiplying the capital improved valuation of the property by the rate in the dollar as set by Council
- A municipal charge, which is a flat amount applied to all rateable land
- A service charge applying to developed residential properties for the collection and disposal of refuse (includes the State Government Landfill Levy)

RATE CAPPING

Council has complied with the Victorian Government's rate cap of 3%. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

PAYMENT OPTIONS

Flexible Payments:

Flexible Payments are available via Payble. Flexible Payments will enable you to pay your rates via direct debit either monthly, fortnightly, or weekly from a nominated bank account or credit card.

- Flexible payments are available from your registration and commencement date of flexible payments, up until the 31st of May for each rating period.

- Flexible payments not made by this date will be subject to late interest charges.

- Flexible Payments are set up by the property owner on your personal device. Registration for Flexible Payments can be done using the QR code on the front of this notice.

For more info visit

kingston.vic.gov.au/pay-rates

Or to register online please visit

payble.kingston.vic.gov.au/

4 instalments:

To pay by instalments, the first instalment, (including arrears, if any) must be paid in full on or by 30 September 2025. A reminder notice is issued prior to each subsequent instalment due date. Any part payment made prior to 30 September is not recognised as instalment payments, and reminder notices will not be sent out. If the account is not paid

in instalments, the balance in full is required by 15 February 2026. If you would like to discuss a payment plan that works best for you, please contact us on 1300 653 356.

Direct Debit:

To apply, download the application form at kingston.vic.gov.au/dd-rates or call Customer Service on 1300 653 356 to obtain the required forms. Payment can only be made from a cheque or savings account. The 10 monthly payments schedule from September to June is on our website.

Direct Debit - Existing:

- You are automatically re-registered for direct debit this year. If your details have changed please contact Council.
- To cancel, you must notify Council in writing at least 14 days prior to the next debit date.

Direct Debit - New Applicants:

- Applications must be received by the 20th of August to commence direct debit payments.

Full/Lump sum Payments:

Payment in full must be made on or by 15 February 2026. All arrears, if any, must be paid immediately on receipt of this notice. Please notify Council if you are having difficulty paying.

PENALTIES FOR FAILING TO PAY OR LATE PAYMENT

Overdue amounts will be charged interest at 10% per annum as set under the *Local Government Act 1989* and the *Penalty Interest Rates Act 1983*. Interest will be charged from 1 July 2025.

Instalments:

If the first instalment was paid in full by the date it was due, but a subsequent instalment payment is not made or is paid late, interest is calculated on and from the statutory date of the missed instalment and continues to be payable until the payment is made in full. Interest on overdue instalments will apply from 1 July 2025.

Full/Lump Sum Payment:

If the full/lump sum payment is not received on or by 15 February 2026, interest is calculated on and from the date on which each missed instalment was due and continues to be payable until the payment is made in full. Interest on overdue pay in full/lump sum payments will apply from 1 July 2025.

UNPAID RATES AND CHARGES

Where a rate or charge remains unpaid, Council may issue proceedings to recover it. In certain circumstances, where rates are more than 3 years overdue, and a court order has been obtained for the amount, Council may sell the property. Any unpaid rate or charge is a charge on the property.

RIGHTS OF OBJECTION TO RATE, CHARGE OR VALUATION

Regardless of any objection being made, the rates and charges shown on this notice must be paid by the due date otherwise interest will be charged from 1 July 2025.

HOW TO OBJECT TO RATE OR CHARGE

Please contact Council to discuss the matter. Alternatively a person who is aggrieved by a rate or charge imposed by the Council, or by anything included or excluded from such a rate or charge may appeal to the County Court under Section 184 of the *Local Government Act 1989*.

Any appeal must be lodged with the County Court within 60 days of receiving this notice. A person may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates); or

- that the rate or charge assessed was calculated incorrectly; or
- that the person rated is not liable to be rated.

A person cannot appeal to the County Court where an objection or appeal may be made under the *Valuation of Land Act 1960* (as amended).

HOW TO QUERY YOUR VALUATION

The values described elsewhere in this notice were assessed as at 1 January 2025. The next valuation date is 1 January 2026 and the values will be used in 2026/2027 for rating purposes.

The Valuation may be used for the purposes of a rate or tax levied by another authority. The State Revenue Office uses the site value in assessing land tax. Further information on the use of valuations for land tax can be found on the State Revenue Office website sro.vic.gov.au

To query your valuation, go to kingston.vic.gov.au/valuationenquiry or write to Council's Property Data Department, PO Box 1000, Mentone 3194

HOW TO OBJECT TO YOUR VALUATION

A person who is aggrieved by a valuation has an opportunity to formally object to the valuation within two months from the date of issue of the notice. The grounds of objection are limited and are described in Section 17 of the *Valuation of Land Act 1960*. Valuation objections are processed in accordance with Part III of *Valuation of Land Act 1960* (amended). You will have the opportunity to discuss your objection with the Valuer and you will be required to provide sales or market evidence to support your opinion of value for the valuations assessed as at 1 January 2025. If an objector is not satisfied with the outcome or has not heard from the Valuer after 4 months receiving the objection, they may apply to the Victorian Civil Administration Tribunal (VCAT) for review of the decision. Certain circumstances may warrant an application to the Victorian Supreme Court.

Any person proposing to pursue this course should consult the *Valuation of Land Act 1960* (as amended). If you wish to formally object to a valuation, please visit ratingvaluationobjections.vic.gov.au to lodge an objection online.

Concession: A concession of \$50.00 will be automatically applied to the levy for eligible recipients who are registered for the Pensioner Rebate for rating purposes. If you are not registered please refer to the Pensioner Concessions section on this notice.

Waiver/Deferral: The owner(s) of rateable land may apply for a waiver, deferral or concession in respect of the fire levy amount. The owner(s) of non-rateable land, which is leviable for the fire services levy and classified as residential may apply for a waiver, deferral or concession in respect of the fire levy amount. The levy can only be waived or deferred, if Council rates and charges are also waived or deferred under Sections 170, 171 and 171A of the *Local Government Act 1989*.

PENSIONER CONCESSIONS

A pensioner rate concession will be shown on this notice where a ratepayer has previously established his or her eligibility with Council to receive a rates concession. A pensioner in receipt of a rates concession, whose circumstances have changed regarding entitlement to receive a pension, is required to notify Council.

If you are a pensioner in possession of an eligible card (listed below) and are not currently receiving a concession on your rates, please complete an 'Application for Concession

on Municipal Rates and Charges' which is available at any of Council's Customer Care Centres. Applications will be received between 1 July 2025 to 30 June 2026.

Eligible Cards: Centrelink or Department of Veterans' Affairs Pensioner Concession Card or Department of Veterans' Affairs Gold Card specifying War Widow or Department of Veterans' Affairs Gold Card specifying TPI.

HOW PAYMENTS ARE ALLOCATED TO RATES AND CHARGES

The amounts shown on this notice may not include all amounts outstanding for interest charges on arrears (if applicable), or costs associated with the recovery of overdue rates and charges by legal process. All payments made in respect of these rates and charges will be allocated in the following sequence: 1. legal costs; 2. interest charges; 3. arrears; 4. current rates and charges.

Council reserves the right to apply the amount received in accordance with the order of allocation listed above.

HARDSHIP SUPPORT

If you are having difficulty paying your rates, our Hardship Policy can assist with interest-free arrangements. Applications can be discreetly made online to protect your privacy. Find out if you're eligible at kingston.vic.gov.au/pay-rates or by phoning 1300 653 356.

We can also chat to you about the support options we offer for other Council services.

PAYMENT ARRANGEMENTS

If none of our payment options suit you and you're behind on your rates payments you can request a payment arrangement to catch up. Visit kingston.vic.gov.au/pay-rates to apply.

CHANGE OF ADDRESS/OWNERSHIP

Council must be notified in writing of any change to ownership and / or address as liability for payment of rates continues with the ratepayer listed on Council records.

CORRESPONDENCE

Please do not attach correspondence to your payment, but forward separately to:

City of Kingston,
PO Box 1000,
MENTONE VIC 3194

PRIVACY STATEMENT

The City of Kingston is committed to protecting your privacy. The personal information contained on this notice and collected by City of Kingston is for the purpose of Rates management or any other directly related purpose. The personal information will be disclosed to our registered suppliers for the purpose of issuing Rates notices and assist with payment and collection of rates. It will not be disclosed to any other external party without compliance checks and will only be used for rates management, unless required or authorised by law. If you wish to alter any of the personal information you have supplied to the City of Kingston, please contact Council via telephone 1300 653 356 or email info@kingston.vic.gov.au

OWNER

Jesse Francis O'Sullivan and Olivia Jade Nicholson

INTERPRETER SERVICES

People of all languages can now contact TIS National 131 450

Per contattare il Comune, chiamare al numero 131 450

Чтобы связаться с Городским Советом, звоните нам по телефону 131 450

Για να επικοινωνήσετε με το Δήμο, καλέστε μας στο 131 450

Để liên hệ với Hội đồng, gọi chúng tôi theo số 131 450

要聯絡市政府，請給我們打電話 131 450

如要联系市议会，请致电 131 450

DIFFERENTIAL RATES

The rates charge can vary dependent on the land use of the property. This is called a differential rate. For more information please visit kingston.vic.gov.au/valuations All rating differentials adopted for 2025/26 are shown for comparative purposes only. The rates shown are based on the same rateable valuation on the previous page. Kingston's differential rates are:

Differential Rate Types	Rate in \$	Rate in \$ Amount
General	0.0018201	\$ 1,228.57
Agriculture	0.0014560	\$ 982.80
Extractive Landfill	0.0054602	\$ 3,685.64
Residential Heritage	0.0016381	\$ 1,105.72
Retirement Village	0.0016381	\$ 1,105.72

SEE FRONT OF NOTICE FOR PAYMENT METHODS, OTHER METHODS INCLUDE:



PAYBLE

Use your mobile phone to scan and view your flexible payment options or visit payble.kingston.vic.gov.au



IN PERSON

Payment can be made at Australia Post or any Kingston Customer Service office.

Payment can be made by cash, cheque or money order (payable to City of Kingston) or debit/credit card. Credit cards accepted: Visa and MasterCard.



BY MAIL

Detach payment slip, attach cheque (payable to City of Kingston) and mail to:

CITY OF KINGSTON
PO Box 1000
Mentone, 3194

Win a \$200 Voucher!

City of Kingston residents are invited to join the Kingston Arts mailing list, which keeps you in the know about upcoming activities and events.

Ten lucky new subscribers will win a \$200 voucher to use through the Kingston Arts Box Office (subject to availability).

Visit kingstonarts.com.au/sign-up  before 11.59pm, Monday 1 September 2025 to join and go into the draw.

Kingston City Hall Box Office
985 Nepean Highway, Moorabbin | 03 9556 4440

Competition is open from Monday 28 July to Monday 1 September 2025.
The winners will be notified by email on Thursday 4 September 2025. T&Cs apply.

Kingston Arts is your home for art, culture and entertainment. From family shows to live music, creative workshops to public art, Kingston Arts seeks to dazzle and delight the whole family.

kingstonarts



1 FREE FAMILY SWIM ENTRY

Property information
PROPERTY ID 113653/8
ADDRESS 1 15 Rigby Street, CARRUM VIC 3197
NAME J F O'Sullivan and O J Nicholson

Kingston Active is offering a free Family Swim. To claim your offer, please present this voucher to the Waves Customer Service team upon entry.

Voucher is subject to the following conditions:

- Valid for a free Family Swim (max two adults + two children) OR an Individual Swim only entry at Waves Leisure Centre.
- Any additional persons will be charged at standard entry prices.
- Valid until 31 January 2026.
- Maximum of one free Family Swim per rates notice.
- Cannot be exchanged for cash.
- No transfers or upgrades to any other service/program.

Visit kingstonactive.com.au for more information on Waves programming and entry fees.

WAVES LEISURE CENTRE

111 Chesterville Rd Highett t 9559 7111 e active@kingston.vic.gov.au

**KINGSTON
ACTIVE**



JESSE FRANCIS O'SULLIVAN & OLIVIA JADE N
 U 1 15 RIGBY ST
 CARRUM VIC 3197

Account number:	32002130
Date due:	18 June 2025
Current charges	Total due
+ \$315.75	\$315.75

Last bill	Payments received	Balance
\$604.95	– \$604.95cr =	\$0.00

Your account breakdown

Issue date	30 May 2025
Property	Unit 15 Rigby Street CARRUM VIC 3197
Property reference	50F//09813/27
Last bill	\$604.95
Payment received	\$604.95cr
Balance brought forward	\$0.00
Our charges (no GST)	\$263.45
Other authorities' charges (no GST)	\$52.31
Total due	\$315.75

Your snapshot

Average daily cost	\$2.89
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Bill note:
 Under the Water Act 1989, the owner of a residential property cannot request the renter to pay usage charges until the property is separately metered.
 This bill's been estimated as we couldn't access your water meter. To ensure your bill is accurate simply send a photo of your water meter reading to support@sew.com.au

Payment options

- DD Direct debit**
Set up payments at southeastwater.com.au/paymybill
- BPAY® (Up to \$20,000)**
Biller code: 24208 Ref: 1003 2002 1300 006
- Credit card**
Pay by Visa or MasterCard at southeastwater.com.au/paymybill or call 1300 659 658.

- eft EFT (Electronic Funds Transfer)**
BSB: 033-874 Account number: 32002130
Account name: South East Water Corporation
- Post Billpay**
BillpayCode: 0361 Ref: 1003 2002 1300 006
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.
- Centrepay**
Go to servicesaustralia.gov.au/centrepay for more information.
Reference number: 555 050 397J

Property ref: 50F//09813/27
 UNIT 15 RIGBY STREET
 CARRUM VIC 3197



*361 100320021300006

PN50F

Total due:	\$315.75
Account number:	32002130
Date paid:	
Receipt number:	

Our charges

Meter reading details

Date read: 21/05/2025

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
SBFN007939	713	634	79	E

Your percentage of the main meter's consumption is **50.00 %**.

Your proportional water usage is **39.50** kilolitres.

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is **20 August 2025**.

Water usage (water and sewage)

For period 19/02/25 to 21/05/25 (91 days)

Step 1 39.50 kl @ \$3.6156 per kl = **\$142.82**

Total usage charges **\$142.82**

Steps are calculated on a daily average up to 440 litres

Service charges

For period 01/04/25 to 30/06/25

Water service charge **\$22.58**

Sewerage service charge **\$98.05**

Total service charges **\$120.63**

Our charges **\$263.45**

Other authorities' charges

Parks 01/04/25 to 30/06/25 **Charge \$21.79**

Waterways and Drainage charge 01/04/25 to 30/06/25 **\$30.52**

Total other authorities **\$52.31**

Total current charges **\$315.75**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see southeastwater.com.au/charges2024

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for **01/04/25 to 30/06/25**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see www.parks.vic.gov.au/about-us/parks-charge. The charge is for **01/04/25 to 30/06/25**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at southeastwater.com.au/paymentsupport

Are you eligible for a bill discount?

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at mysoutheastwater.com.au. Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligible.

Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at southeastwater.com.au/customer-charter. For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Say goodbye to missed notifications

Update your mobile and email to be notified about water interruptions.

Go to mySouthEastWater.com.au



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia

Say goodbye to missed alerts



When you change a mobile number or email address, letting your utilities know isn't usually on top of the to-do list.

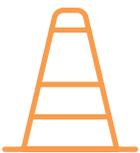
Check if your details are up to date so we can quickly let you know about important works, like:



Potential
water supply
interruptions



Weather and
power outage
interruptions



Nearby works



Account updates
or changes

It's a little thing but it can have a big impact on how quickly we're able to alert you. It's easy to check what details you have on your account.

Sign in or register at

mySouthEastWater.com.au

(you'll need your account number handy to register) or scan the QR code.

Or you can chat with our friendly team on 13 18 51.



Due Diligence Checklist



What you need to know before buying a residential property

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

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 on 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.