

Contract of sale of land

**Property: 11 Nancy Street, Aireys Inlet and 5B Eagle Rock
Parade, Aireys Inlet**

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Endorsed by the
Australian Institute
of Conveyancers
(Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on / / 2024

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on / / 2024

Print name(s) of person(s) signing: **MICHELLE KATHRYN VERNIEUX**

State nature of authority, if applicable:

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

Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

Name: Great Ocean Road Real Estate
Address: 91 Great Ocean Road, Anglesea, VIC 3230
Email: paula@greatoceanroadrealestate.com.au
Tel: 0407 031 178 Mob: 0407 031 178

Ref: Paula Fowler

Vendor

Name: Michelle Kathryn Vernieux
Address: 11 Nancy Street, Aireys Inlet, VIC 3231

Vendor's legal practitioner or conveyancer

Name: Rennick & Gaynor
Address: 431 Riversdale Road, Hawthorn East VIC 3123
Email: selinac@rennicks.com.au
Tel: 03 9861 7722

Fax: 03 9882 4120

Ref: SJC:233709

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11520	Folio	922	4	PS541052M
Volume	10694	Folio	580	2	PS500431K

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

The land includes all improvements and fixtures.

Property address

The address of the land is **11 Nancy Street, Aireys Inlet VIC 3231 and 5B Eagle Rock Parade, Aireys Inlet VIC 3231.**

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

All fixed floor coverings, electric light fittings, and window furnishings, dishwasher, water tank and pump, built in storage unit and shelving, TV antenna, ovens and cooktop, clothes line, sheds, and solar panels.

Payment

Price

Deposit _____ by _____ (of which \$ _____ has been paid)

Balance _____ payable at settlement

Deposit bond General condition 15 applies only if the box is checked**Bank guarantee** General condition 16 applies only if the box is checked**GST** (general condition 19)

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

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

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1) At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

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

 a lease for a term ending on _____ with _____ options to renew, each of _____ years

OR

 a residential tenancy for a fixed term ending on _____

OR

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than _____

Approval date: _____

Building report General condition 21 applies only if the box is checked**Pest report** General condition 22 applies only if the box is checked

Special conditions

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

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

1. AMENDMENTS TO GENERAL CONDITIONS

The following General Conditions ("GC") are amended as follows (adopting their number sequence):-

1.1 GC 3 (Guarantee) is deleted and the following substituted in lieu:-

"If the Purchaser or nominated purchaser (see General Condition 4) is, or includes a company, the company must have each of its directors sign the Deed of Guarantee attached at Annexure 1 ("Guarantee") and deliver it to the Vendor with the executed contract or signed form of nomination as the case may be. If the Guarantee is not provided, the Vendor may terminate this Contract at any time prior to settlement by giving written notice to the Purchaser."

1.2 GC 4 (Nominee) is deleted and the following substituted in lieu:-

"The Purchaser and their guarantors may nominate a substitute or additional purchaser provided that:-

- 4.1 the Purchaser and their guarantors remain personally liable for the due performance of all the purchaser's obligations under this Contract;
- 4.2 at least 21 days before the Settlement date, the Purchaser delivers a nomination form executed by the nominee and the Purchaser to the Vendor's legal practitioner;
- 4.3 if the substitute or additional purchaser is a foreign resident within the meaning of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* ("Takeovers Act"), unless the prior consent of the Vendor is obtained (which is at the Vendor's absolute discretion), the substitute or additional purchaser complies with Special Condition 4;
- 4.4 it procures the execution of the Guarantee in the form set out in Annexure 1 by the director(s) of any nominated body corporate."

1.3 GC 11 (Release of Security Interest) is deleted.

1.4 GC 14.11 (Deposit) is amended to read:

"For the purpose of this general condition 'authorised deposit-taking institution' means an Australian-owned bank, a foreign subsidiary bank or a branch of a foreign bank, on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority ("Bank")."

1.5 GC 14 (Deposit) is amended so the following is to be inserted at the end of this GC:-

"14.12 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."

1.6 GC 18.4 (Electronic Settlement) is amended so the following is to be inserted at the end of this GC:-

"Upon approval of the Statement of Adjustments by the Vendor's legal practitioner or conveyancer, the Vendor's legal practitioner will enter all rates adjustments and Vendor's Destination Line Items into the workspace to confirm the balance due to the Vendor from the net settlement proceeds, shown on the approved Statement of Adjustments."

1.7 GC20.2 (Loan) is amended so the following is to be inserted at the end of this GC:-

"provided that the Purchaser has served the required written notice within the specified time otherwise the Purchaser shall be deemed to have obtained the loan and this Contract shall become unconditional."

- 1.8 GC 21.2 (Building Report) is amended so "14 days" is replaced with "5 business days".
- 1.9 GC 22.2 (Pest Report) is amended so "14 days" is replaced with "5 business days".
- 1.10 GC 23.1 (Adjustments) is amended so the first sentence of the general condition reads: "All periodic outgoings payable by the vendor (excluding any land tax),"
- 1.11 GC 23.2(b) is deleted.
- 1.12 GC 23.3 (Adjustments) the following words are deleted "...if requested by the Vendor."
- 1.13 GC 31.4, 31.5 & 31.6 (Loss or damage before settlement) are deleted.
- 1.14 GC 32 (Breach) is amended so that the following is to be inserted at the end of this GC:-

"The Purchaser acknowledges that reasonably foreseeable loss includes:-

 - (c) any expenses payable by the Vendor as a result of existing loans secured over the Property or other property of the Vendor;
 - (d) any commission or other expenses claimed by the Vendor's Agent or other representative relating to the sale of the Property;
 - (e) the Vendor's legal costs and expenses incurred as a result of the breach, including the cost of issuing any default notice."
- 1.15 GC 35.4(a) is deleted and the following substituted in lieu:-
 - (a) then an amount equal to 10% of the price shall be forfeited to the Vendor as the Vendor's absolute property, whether the deposit has been paid or not."
- 1.16 GC 33 (Default Interest) is to be amended so "2%" is replaced with "4%".

2. ACKNOWLEDGMENTS

The Purchaser acknowledges and agrees that:-

- 2.1 the Vendor's Agent has acted only as Agent of the Vendor and no information representation or warranty of the Vendor or the Vendor's Agent was made with the intention or knowledge that it would be relied upon and that no such information representation or warranty has in fact been relied upon;
- 2.2 this Contract and the Vendor statement provided before the Purchaser signed this Contract fully set out the terms and conditions of the sale. Any promise, undertaking, condition, representation or warranty made by the Vendor or on the Vendor's behalf during negotiations which is not expressly contained in this Contract shall not apply;
- 2.3 save as it may be otherwise expressly provided in the Contract, the Purchaser is purchasing the Property in its present condition and state of repair and with any defects in its construction and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the Land;
- 2.4 no representations, warranties or indemnities of any kind have been made or given by the Vendor concerning the title to the Land, its suitability for any particular purpose, its condition or as to the existence or otherwise of any contamination of on or in the Land or concerning the risk of any harm or detriment which may be caused to any beneficial use of the Land; and
- 2.5 it has satisfied itself as to the matters contained in the Consumer Affairs Victoria due diligence checklist.

3. DEPOSIT

In addition to the terms of General Condition 14, the parties agree that:-

- 3.1 the Vendor's legal practitioner may invest the Deposit with a Bank;
- 3.2 the Bank may deduct withholding tax, government or its charges from the Interest ("the Net Interest");
- 3.3 the accrued Net Interest is to be paid to the party entitled to the Deposit simultaneously with the

release of the Deposit;

- 3.4 for the purposes of complying with any Australia Taxation Office requirements or any Income Tax Assessment Act requirements, the Purchaser will provide the Vendor's legal practitioner with their respective tax file number(s) within 7 days of a written request; and
- 3.5 neither party shall make any Claim against the Vendor's legal practitioner or for any matter arising out of this Special Condition.

4. FOREIGN INVESTMENT REVIEW BOARD

- 4.1 Unless the Purchaser has stated that Foreign Investment Review Board ("FIRB") approval is not required, the Purchaser warrants that the provisions of the Takeovers Act do not apply to the Purchaser or to this purchase;
- 4.2 If the Purchaser has stated that FIRB approval is required, the Purchaser covenants to the Vendor that it has obtained or will obtain all necessary approvals and authorities under the Takeovers Act in order for it to lawfully complete this Contract in accordance with its terms; and
- 4.3 The Purchaser indemnifies the Vendor against any costs (including legal costs on a full indemnity basis), liability, loss or damage incurred or suffered directly or indirectly by the Vendor as a result of or arising from the Purchaser's breach of any warranties and covenants in this Special Condition.

5. STATEMENT OF ADJUSTMENTS

- 5.1 The Purchaser must cause his Legal practitioner or conveyancer to prepare a Statement of Adjustments as set out in General Condition 23 and forward any necessary bank account details or payment reference numbers pursuant to Amended General Condition 18.4 to the Vendor's legal practitioner no later than five (5) days prior to the Settlement date.
- 5.2 The Vendor is not obliged to:
 - (a) provide cheque details until a copy of all the rating certificates in support of the Statement of Adjustments are provided; or
 - (b) enter Vendor Destination Line Items into the workspace pursuant to Amended General Condition 18.4 until all necessary bank account details or payment reference numbers are provided by the Purchaser.
- 5.3 The Purchaser will be deemed to have defaulted in payment of the balance of the Price if the Statement of Adjustments, a copy of all relevant certificates and all necessary bank account details or payment reference numbers have not been delivered as required by this Special Condition. The default will be deemed to commence on the Settlement date and terminate five (5) days after the date on which the Vendor receives the Statement of Adjustments and/or a copy of all relevant certificates and/or necessary bank account details or payment reference numbers.

ANNEXURE 1

DEED OF GUARANTEE

We the undersigned (collectively "**the Guarantor**"), in consideration of the Vendor selling to the Purchaser at our request the Property for the Price and upon the terms and conditions set out in the Contract of Sale of Real Estate to which this Guarantee is annexed ("**the Contract**") do hereby jointly and severally:-

1. Guarantee to the Vendor the due performance by the Purchaser of all the terms and conditions of the Contract upon the following conditions:-
 - 1.1 We will pay to the Vendor without the necessity of demand all moneys payable to the Vendor whenever and so often as the Purchaser shall fail to pay any part thereof in accordance with the provisions of the Contract.
 - 1.2 We will be responsible for the due compliance by the Purchaser with all the terms and conditions of the Contract in the same manner and to the same extent as if we are a party to the Contract and covenanted jointly and severally with the Purchaser.
 - 1.3 It shall not be necessary for the Vendor to give to us any prior notice of any default by the Purchaser before making a demand on us pursuant to this Guarantee.
 - 1.4 Without prejudice to the Vendor's rights against the Purchaser, we shall, as between ourselves and the Vendor, be deemed to be the principal under the Contract and not merely a surety and, accordingly, shall not be discharged nor shall our liability be affected by:-
 - (a) any time or other indulgence being given to the Purchaser;
 - (b) any Contract or alteration of the terms of the Contract being made by the Vendor with the Purchaser;
 - (c) any alteration in the amount payable by the Purchaser to the Vendor;
 - (d) any variation of the provisions of the Contract or anything contemplated by the Contract; or
 - (e) any other act omission mistake or means whatsoever on the part of the Vendor whereby our liability as surety would or might but for these provisions have been discharged.
 - 1.5 This Guarantee and our liability under it shall not be affected by the assignment by the Purchaser of the Purchaser's interest under the Contract.
 - 1.6 This Guarantee shall not be determined upon the Purchaser being wound up or liquidated pursuant to the provisions of any statute or by the Purchaser being struck off the Register of Companies at the Australian Securities and Investments Commission.
 - 1.7 This Guarantee shall be a continuing guarantee and shall not be considered as wholly or partially discharged by the payment at any time hereafter of any of the monies which may be due by the Purchaser to the Vendor under the Contract or by any settlement of account, intervening payment of or by any other matter or thing whatsoever or by the bankruptcy or liquidation (as the case may be) of the Guarantor and/or the Purchaser.
2. Indemnify and will keep the Vendor indemnified against all losses, costs charges or expenses which the Vendor may suffer or incur for or by reason of the non-performance or non-observance by the Purchaser of any of the terms of the Contract or by reason of the determination of the Contract by the Vendor consequential on a breach of the Contract by the Purchaser.
3. Warrant to the Vendor that the Guarantor is not a trustee of any trust.
4. This Guarantee shall bind the heirs, successors, administrators or any trustee in bankruptcy or liquidator (as the case may be) of the Guarantor.
5. This Guarantee shall enure for the benefit of the Vendor its successors assigns and transferees.
6. Any notice or demand required under this Guarantee or by law to be given or made to the Guarantor shall be deemed to be duly given or made if the same be in writing and executed by the Vendor or its legal practitioner or conveyancer or by the duly authorised agent of the Vendor and delivered to the Guarantor personally or left at or sent through the post in a prepaid envelope addressed to the Guarantor at his address in this Guarantee and any

notice of demand so served shall be deemed in all respects to have been validly and effectively given or made notwithstanding that the Guarantor may be in bankruptcy or liquidation (as the case may be) and notwithstanding any other matter or event whatsoever.

- 7. In this Guarantee words importing the masculine shall include the other genders where necessary to the context, and where necessary, words importing the singular will include the plural and vice versa.

SCHEDULE

Vendor: Michelle Kathryn Vernieux

Purchaser:

Guarantor(s): Full Names:

Addresses:

IN WITNESS whereof the said Guarantor(s) have set their hands and seals

this _____ day of _____ 20

SIGNED SEALED AND DELIVERED by the)
said **Guarantor**)
in the presence of:) _____

Witness

SIGNED SEALED AND DELIVERED by the)
said **Guarantor**)
in the presence of:) _____

Witness

SIGNED SEALED AND DELIVERED by the)
said **Guarantor**)
in the presence of:) _____

Witness


Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	11 Nancy Street, Aireys Inlet 3231 & 5B Eagle Rock Parade, Aireys Inlet 3231	
Vendor's name	Michelle Kathryn Vernieux	Date 09 / 02 / 2024
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):
If any, as contained in the attached certificates and searches.

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents, certificates, searches, notices and/or other documents, and water certificate which shows an encumbrance for sewerage.

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

Concrete Slab (basketball court) built over easement E-1 on plan of subdivision PS541052M per attached drawings.
Concrete Slab (outdoor shower) build over easement E-4 on plan of subdivision PS500431K per attached drawings.

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

If any, as contained in the attached certificate, searches, notices and/or other documents.

4.2. Agricultural Chemicals

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

If any, as contained in the attached certificate, searches, notices and/or other documents.

4.3. Compulsory Acquisition

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

If any, as contained in the attached certificates, searches, notices and/or other documents.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

Register Search Statement (Title Search) Volume 11520 Folio 922
Register Search Statement (Title Search) Volume 10694 Folio 580
Covenant AB838288V
Plan of Subdivision PS541052M
Drawing showing location of concrete slab over easement E-1 on PS541052M
Plan of Subdivision PS500431K
Owners Corporation Search Report
Planning Certificate
Building Approval Certificate 326 (1)
Land Information Certificate
Water Information Statement
Property Clearance Certificate – Land Tax
Property Clearance Certificate – Windfall Gains Tax
Owners Corporation Certificate
Roads Property Certificate
Extract of EPA Priority Site Register

Planning Property Report (incorporating Designated Bushfire Prone Areas map)

Due Diligence Checklist

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

VOLUME 11520 FOLIO 922

Security no : 124110626171Q
Produced 20/11/2023 12:21 PM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 541052M.

PARENT TITLES :

Volume 07821 Folio 188 Volume 08213 Folio 575

Created by instrument PS541052M 17/09/2014

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

MICHELLE KATHRYN VERNIEUX of 11 NANCY STREET AIREYS INLET VIC 3231
AL760478K 18/03/2015

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS541052M 17/09/2014

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

DIAGRAM LOCATION

SEE PS541052M 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: 11 NANCY STREET AIREYS INLET VIC 3231

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS541052M

DOCUMENT END

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

VOLUME 10694 FOLIO 580

Security no : 124110626172P
Produced 20/11/2023 12:21 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 500431K.
PARENT TITLE Volume 08629 Folio 247
Created by instrument PS500431K 06/12/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MICHELLE KATHRYN VERNIEUX of 11 NANCY STREET AIREYS INLET VIC 3231
AK445094W 04/07/2013

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AB838288V 29/01/2003

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

DIAGRAM LOCATION

SEE PS500431K 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: 11 NANCY STREET AIREYS INLET VIC 3231

DOCUMENT END

of the land hereby transferred ("the land") covenant with the said Vendor and its transferees, successors and assigns or other registered proprietor or proprietors for the time being of each and every Lot on the said Plan of Subdivision or any part thereof other than the land that the Purchaser, his heirs, executors, administrators or transferees the registered proprietor or proprietors for the time being of the land must not ~~at any time build or cause to be built or constructed~~: *Gisela Differding*

- (a) more than two dwelling houses (including for the purposes of this covenant any flats, units or other dwellings) together with the usual outbuildings;
- (b) any dwelling, garage, outbuildings, fencing or any other structure:
 - (i) the highest point of which is greater than the height of five and one half (5.5) metres higher than ground level; or
 - (ii) of more than one (1) storey.

And it is intended that the above covenant shall appear as an encumbrance on the Certificate of Title to be issued in respect of this Lot.

Dated: ²¹⁻¹²⁻⁰² Please do not date.

Execution and attestation:

SIGNED by the Transferor

in the presence of:

Gisela Differding
Gisela Differding

DV Ferguson
Witness

SIGNED by the Transferee

in the presence of:

Paul Stuart Talman
Paul Stuart Talman

Catherine Blissett
Witness

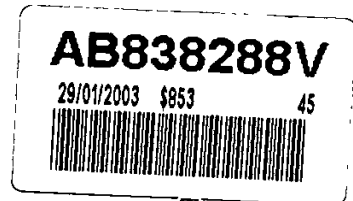


Approval No. 571987L

T2 Page 2



THE BACK OF THIS FORM MUST NOT BE USED



Blue Star Office L71B



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS541052M
Number of Pages (excluding this cover sheet)	3
Document Assembled	20/11/2023 12:33

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PLAN OF SUBDIVISION	Stage No. /	LRS use only EDITION 1	PS 541052M
----------------------------	-------------	----------------------------------	-------------------

Location of Land
 Parish: Angahook
 Township: _____
 Section: _____
 Crown Section: A (Part)
 Crown Portion: _____

Title References:
 VOL. 7821 FOL. 188 & VOL. 8213 FOL. 575

Last Plan Reference: L.P. 1455 BLOCK 1 LOTS 5 & 6
Postal Address: 5 EAGLE ROCK PARADE
 AIREYS INLET VIC. 3231

MGA Co-ordinates: E 248 405
 (Of approx. centre of plan) N 5 740 130 **Zone 55**

Council Certification and Endorsement

Council Name: SURF COAST SHIRE COUNCIL **Ref:** 5 3306

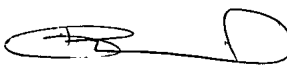
1. This plan is certified under section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /~~
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

Open Space

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

(ii) ~~The requirement has been satisfied.~~

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

Council Delegate
 Council seal 
 Date 28 / 12 / 11

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

Council Delegate
 Council seal
 Date / /

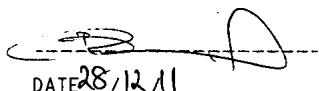
Vesting of Roads or Reserves	
Identifier	Council/Body/Person
NIL	NIL

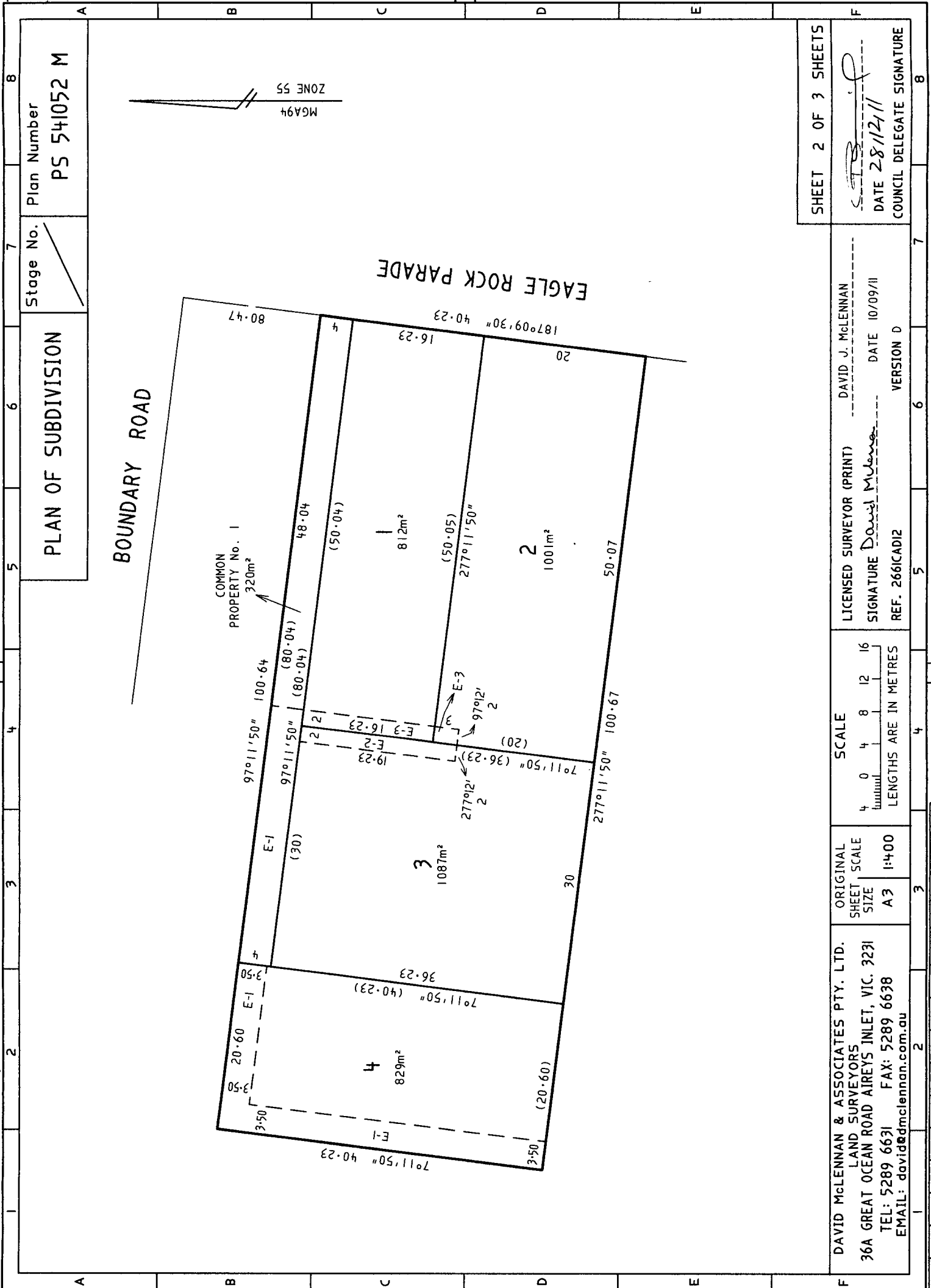
Notations

Depth Limitation: Does not apply	Staging This is is not a staged subdivision Planning Permit No. 04/0686 (AMENDED)
OTHER PURPOSE OF PLAN: CREATION OF RESTRICTION. SEE SHEET 3.	Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). 46 & 47 In proclaimed Survey Area no. 76

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					LAND REGISTRATION SERVICES use only Statement of Compliance / Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	Received <input checked="" type="checkbox"/>
E-1 & E-3	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG.	THIS PLAN - SEC. 136 WATER ACT 1989	BARWON REGION WATER CORPORATION	Date 10/09/14
E-1 & E-2	DRAINAGE	SEE DIAG.	THIS PLAN	SURF COAST SHIRE COUNCIL	
					LAND REGISTRATION SERVICES use only PLAN REGISTERED TIME 3.45pm DATE 17/09/2014 J. Beckingham Assistant Registrar of Titles Sheet 1 of 3 Sheets

DAVID McLENNAN & ASSOCIATES PTY. LTD. LAND SURVEYORS 36A GREAT OCEAN RD AIREYS INLET, VIC. 3231 TEL: 5289 6631 FAX: 5289 6638 EMAIL: david@dmclennan.com.au	LICENSED SURVEYOR (PRINT) <u>DAVID J. McLENNAN</u> SIGNATURE <u>David McLennan</u> DATE 10/09/11 REF. 2661CAD11 VERSION D	DATE <u>28/12/11</u> COUNCIL DELEGATE SIGNATURE  Original sheet size A3
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PLAN OF SUBDIVISION

Stage No. / Plan Number

PS 541052 M

SHEET 2 OF 3 SHEETS

DATE 28/12/11

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN

SIGNATURE *David McLennan* DATE 10/09/11

REF. 2661CAD12 VERSION D

DAVID McLENNAN & ASSOCIATES PTY. LTD.

LAND SURVEYORS

36A GREAT OCEAN ROAD AIREYS INLET, VIC. 3231

TEL: 5289 6631 FAX: 5289 6638

EMAIL: david@dmclennan.com.au

2 3 4 5 6 7 8

PLAN OF SUBDIVISION

Stage No.

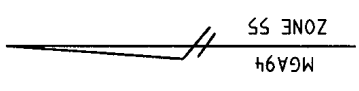
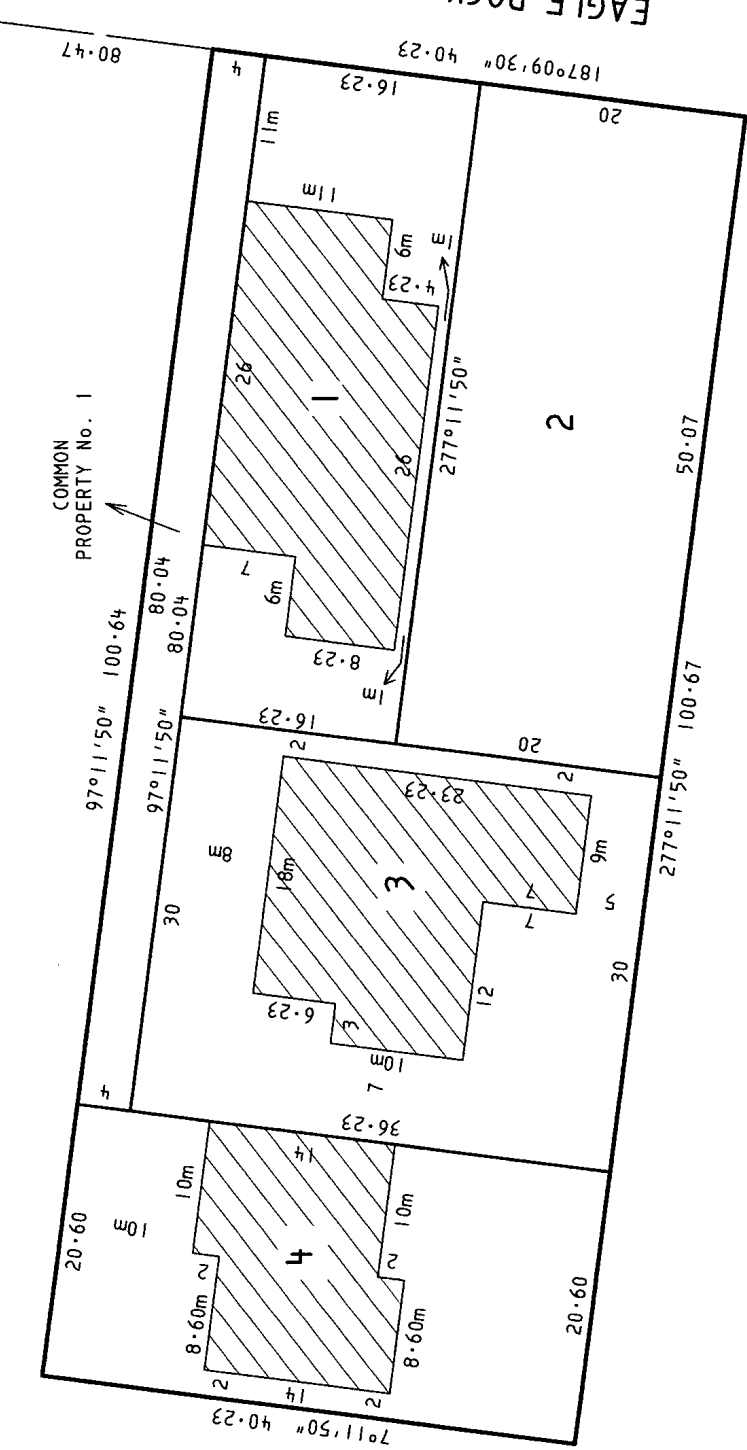
Plan Number PS 541052 M

SUBDIVISION ACT 1988
CREATION OF A RESTRICTION

ON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED:
 LAND TO BENEFIT: LOTS 1, 2, 3 AND 4 ON THIS PLAN.
 LAND TO BE BURDENED: LOTS 1, 3 & 4 ON THIS PLAN.

DESCRIPTION OF THE RESTRICTION:
 NO BUILDING ON LOTS 1, 2 OR 4 IS TO BE LOCATED OUTSIDE OF THE AREAS HATCHED IN THE SCHEDULE WITHOUT THE WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY.

SCHEDULE



DAVID McLENNAN & ASSOCIATES PTY. LTD. LAND SURVEYORS 36A GREAT OCEAN ROAD AIREYS INLET, VIC. 3231 TEL: 5289 6631 FAX: 5289 6638 EMAIL: david@dmclennan.com.au		ORIGINAL SHEET SIZE A3	SCALE 1:400	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN SIGNATURE <i>David McLennan</i> DATE 10/09/11	SHEET 3 OF 3 SHEETS
					DATE 28/12/11	
					COUNCIL DELEGATE SIGNATURE	

PC
Point of Discharge

Shower/
Drainage

Slab

5B

2.00 D E

11

E 2.00

PL

9

EL 5 E

D

E

E

1.65

D

1.80

7

8

Nancy Street

5-7

10 15 20 25 30



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Number of Pages (excluding this cover sheet)	3
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PLAN OF SUBDIVISION

Stage No.

LTO use only

Plan Number

EDITION 2

PS 500431 K

Location of Land

Parish: ANGAHOOK
 Township: _____
 Section: A (PART)
 Crown Allotment: _____
 Crown Portion: _____

Title References:
 Vol 8629 Fol 247

Last Plan Reference: L.P. 73195 LOT 1
 Postal Address: 9 NANCY STREET
 AIREYS INLET VIC. 3231

AMG Co-ordinates: E 248 210
 (Of approx. centre of plan) N 5 739 930 **Zone 55**

Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROAD R-1	SURF COAST SHIRE COUNCIL

Council Certification and Endorsement

Council Name: SURF COAST SHIRE COUNCIL Ref: S2805

1. This plan is certified under section 6 of the Subdivision Act 1988.
- ~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.
 Date of original certification under section 6 / /~~
- ~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

Open Space

- (i) A requirement for public open space under section 18 Subdivision Act 1988 ~~has~~ / has not been made.
- ~~(ii) The requirement has been satisfied.~~
- ~~(iii) The requirement is to be satisfied in Stage~~

Council Delegate
~~Council seal~~

Date 21 / 10 / 02

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

Council Delegate
 Council seal

Date / /

Notations

Depth Limitation: Does not apply

Staging This ~~is~~ is not a staged subdivision
 Planning Permit No. 02/0288

Survey:- This plan is / ~~is not~~ based on survey.
 To be completed where applicable.
 This survey has been connected to permanent marks no(s).
 PM's 47 & 48 In proclaimed Survey Area no. _____

Easement Information

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	1.83	L.P. 73195	LOT 2 ON L.P. 73195
E-2 & E-4	DRAINAGE	SEE DIAG	THIS PLAN	LOT 1 ON THIS PLAN
E-3	OVERHEAD POWERLINE	SEE DIAG.	THIS PLAN	LOT 1 ON THIS PLAN
E-4 & E-5	DRAINAGE	SEE DIAG	AG043912P	LOTS 5 & 6 BLOCK 1 ON LP1455

LAND VICTORIA use only
 Statement of Compliance / Exemption Statement

Received

Date 21 / 11 / 02

LAND VICTORIA use only

PLAN REGISTERED
 TIME 2:32 pm
 DATE 6 / 12 / 02

A. A. Leggett
 Assistant Registrar of Titles

Sheet 1 of 2 Sheets

DAVID McLENNAN & ASSOCIATES PTY. LTD.
 LAND SURVEYORS
 1 ALICE ROAD AIREYS INLET, VIC. 3231
 TEL: 5289 6631 FAX: 5289 6638
 EMAIL: davidmclennan@iprimus.com.au

LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN

SIGNATURE _____ DATE 7/10/02

REF. 2351/11

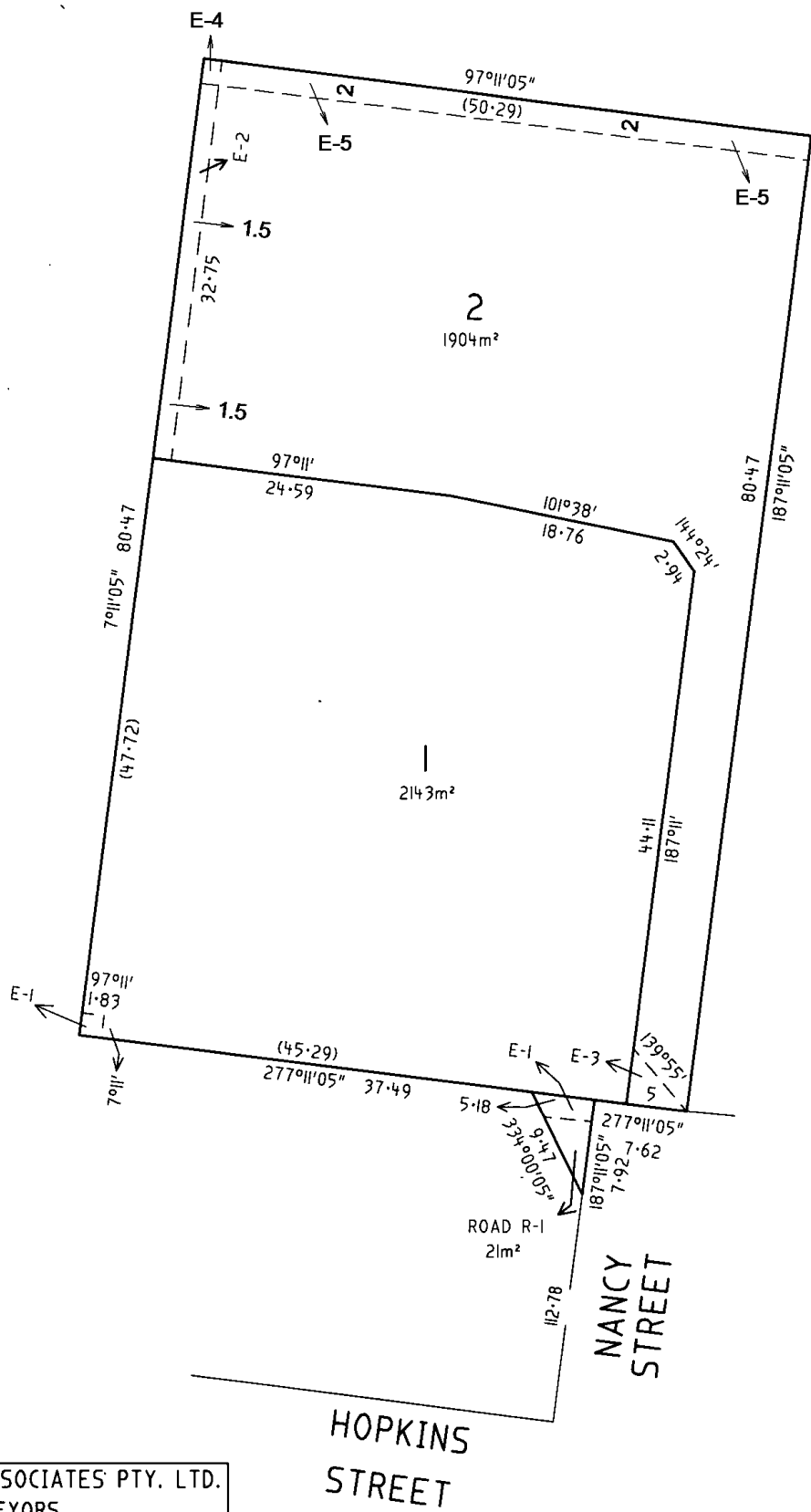
VERSION B

DATE 21 / 10 / 02
 COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION	Stage No. _____	Plan Number PS 500431 K
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A.M.G. ZONE 55



DAVID McLENNAN & ASSOCIATES PTY. LTD.
 LAND SURVEYORS
 1 ALICE ROAD AIREYS INLET, VIC. 3231
 TEL: 5289 6631 FAX: 5289 6638
 EMAIL: davidmclennan@iprimus.com.au

SHEET 2 OF 2 SHEETS

ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:400

 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN
 SIGNATURE _____ DATE 7/10/02
 REF. 2351/12 VERSION B

DATE 21/10/02
 COUNCIL DELEGATE SIGNATURE _____



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 20/11/2023 12:32:54 PM

OWNERS CORPORATION 1
PLAN NO. PS541052M

The land in PS541052M is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1, 3, 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

5 EAGLE ROCK PARADE AIREYS INLET VIC 3231

OC023428F 17/09/2014

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:

OC023428F 17/09/2014

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 3	100	100
Lot 4	100	100
Total	300.00	300.00

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: 20/11/2023 12:32:54 PM

OWNERS CORPORATION 1
PLAN NO. PS541052M

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

982899

APPLICANT'S NAME & ADDRESS

RENNICK & GAYNOR C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

VERNIEUX, MICHELLE KATHRY

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

4532

This certificate is issued for:

LOT 4 PLAN PS541052, LOT CM1 PLAN PS541052 ALSO KNOWN AS 11 NANCY STREET AIREYS INLET
SURF COAST SHIRE

The land is covered by the:

SURF COAST PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a BUSHFIRE MANAGEMENT OVERLAY
- and a NEIGHBOURHOOD CHARACTER OVERLAY - SCHEDULE 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10
- and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4

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

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

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

20 November 2023

Sonya Kilkenny
Minister for Planning

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

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

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

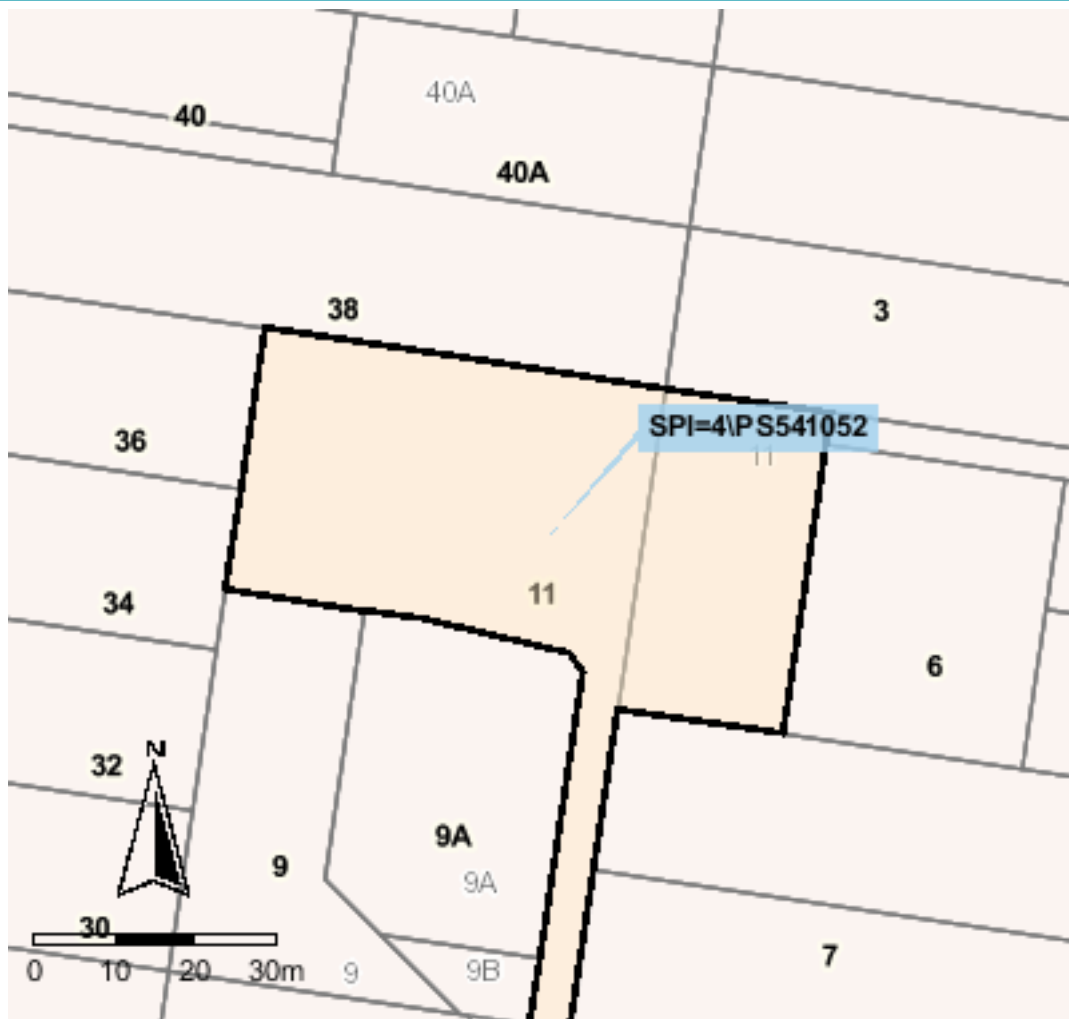
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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

20 November 2023

Landata

Landata.online@servictoria.com.au

YOUR REF: 70957747-027-7

Dear Sir/Madam,

LOT 4 – 11 NANCY STREET, AIREYS INLET

I refer to your recent request for information with regard to Regulation 51(1) of the Building Regulations 2018 and advise the following in respect of the land or building:

- a) *Details of any permit or certificate of final inspection issued in the preceding 10 years: **NONE***
- b) *Details of any current determination made under Regulation 64(1) or exemption granted under Regulation 231(2): **NONE***
- c) *Details of any current notice or order issued by the relevant building surveyor under the Building Act: **NONE***

COUNCIL NOTES:

- *Effective from 1 December 2019 Victorian legislation requires the registration of private pools and spas with Council, mandatory safety inspections and certification.*

More information can be found at: www.surfcoast.vic.gov.au/pools

Yours faithfully,

Building Services – Surf Coast Shire Council

LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

Assessment Number: 178192
Certificate Number: 35877
Issue Date: 21/11/2023

Property Location: 11 Nancy Street AIREYS INLET 3231

Legal Description: LOT: 2 PS: 500431K, LOT: 4 PS: 541052M

Capital Improved Value: \$3,250,000
Site Value: \$2,470,000
Net Annual Value: \$162,500

The level of values date is 1 January 2023 and became operative for rating purposes on 1 July 2023.

RATES CHARGES AND OTHER MONIES:

Rates, Charges & Levies (for period 1 July 2023 to 30 June 2024)	
Rates General	\$4,379.38
Municipal Charge	\$225.00
Garbage Urban	\$491.00
Residential FSPL Fixed Charge	\$125.00
Residential FSPL Variable Charge	\$149.50
Arrears to 30/06/2023:	\$0.00
Interest to 02/11/2023:	\$11.75
Adjustments:	\$0.00
Less Pensioner Rebates:	\$0.00
Payments/Adjustments Made:	-\$2,691.39
Balance of rates and charges owed:	<u>\$2,690.24</u>
Additional Monies Owed:	
Debtor Balance Owing	
Special Rates and Charges:	
nil	
nil	
Total rates and charges/additional monies owed:	\$2,690.24*

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

***Please call (03) 5261 0600 to confirm the outstanding balance prior to making any payments to avoid under/over payments.**

Rate instalments are due 30 September 2023, 30 November 2023, 28 February 2024 and 31 May 2024.

MISCELLANEOUS INFORMATION

Fire Services Property Levy (FSPL)

The Fire Services Property Levy is a property-based levy removed from insurance premiums from 1 July 2013 and will be collected with Council rates. All funds collected go to the Victorian State Government to support fire services. For more information refer to www.firelevy.vic.gov.au.

IMPORTANT INFORMATION

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council and specified flood level by the Council (if any).

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

A verbal update of information included in this Certificate will be provided for up to two (2) months after date of issue but Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

For settlement purposes after two (2) months a new Certificate must be applied for.

Please note the payments are subject to clearance of any cheque.



PAY Telephone & Internet Payment Option – BPAY®

Biller Code: 34199
Reference Number: 1781924

Make this payment via internet or phone banking from your cheque or savings account. Quote the **Biller Code** and **Reference Number** indicated above.

A handwritten signature in black ink, appearing to read 'M. L. ...'.

COORDINATOR REVENUE

Your Reference: 70957747 026 0

Landata
PO Box 500
EAST MELBOURNE VIC 8002

Information Statement Part A

In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part B)

INSTALLATION NUMBER: 20811766 **APPLICATION NUMBER:** 454691 **DATE:** 21/11/2023
PROPERTY ADDRESS: 11 NANCY ST, AIREYS INLET, VIC 3231
YOUR REFERENCE: 4532
OWNER: M K Vernieux
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/10/2023 to 31/12/2023. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	GST	Price
Total Service Charge	\$	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

Charges Due & Payable

		Value	GST	Price
TOTAL DUE	\$	<u>NIL</u>	<u>NIL</u>	<u>NIL</u>

Important Information

THERE ARE NO METERS AFFIXED TO THIS PROPERTY.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

* **PLEASE NOTE:** Verbal confirmation will not be given after 20/01/2024. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 20/01/2024 and a fee will be payable.
*
*

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

Information Statement Part B

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part A)*

21-11-2023

Rennick & Gaynor C/- InfoTrack (LEAP) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 11 NANCY STREET AIREYS INLET 3231

I refer to your application received at this office on 20/11/2023. I wish to advise encumbrances which may not be shown on Certificate of Title presently exist in respect of the above property, and are set out below.

Encumbrances: A sewer main vested in Barwon Water is laid as per attached copy of plan.

The plan shows the location of sewers vested in Barwon Water. This information has been obtained from plans kept by Barwon Water for its own purposes. The plans may show the position of such underground water and sewerage services and other structures and equipment relative to fences, buildings, levels, and the like as these existed at the time such plant was installed. The plans have not necessarily been amended to take account of any subsequent change in any matter. Barwon Water does not warrant or hold out that the plans show more than the presence or absence of the services and will accept no liability arising from use of the information shown on the plans.

No Notices served in respect of the property at present remain outstanding, relative to the connection of water supply and/or sewerage services.

It should be noted the erection of any building, wall, bridge, fence, or other structure over, under, or within one metre laterally of any sewer vested in Barwon Water is prohibited by the Water Act 1989, unless the written consent of Barwon Water is first obtained.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

Our Ref: EC454691

Your Ref: 4532

Agent Ref: 70957747-034-5

Yours faithfully,

Manager Customer Centre

Information Statement Part A

In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part B)

INSTALLATION NUMBER: 20385673 **APPLICATION NUMBER:** 454772 **DATE:** 21/11/2023
PROPERTY ADDRESS: 11 NANCY ST, AIREYS INLET, VIC 3231
YOUR REFERENCE: 4532
OWNER: M K Vernieux
COMMENTS: **Comments**

The following service charges are applicable for the abovenamed property for the period 01/10/2023 to 31/12/2023. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Sewerage Service Charge	154.92	0.00	154.92
Water Service Charge	35.81	0.00	35.81
Total Service Charge	\$ 190.73	0.00	190.73

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

Charges Due & Payable

	Value	GST	Price
Sewerage Service Charge	154.92	0.00	154.92
Water Service Charge	35.81	0.00	35.81
TOTAL DUE	\$ 190.73	0.00	190.73

Important Information

Account Not Yet Issued For Service And Volume Charges.

The water meter for this property was last read on 17/08/2023. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

*** PLEASE NOTE:** Verbal confirmation will not be given after 20/01/2024. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 20/01/2024 and a fee will be payable.

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

Information Statement Part B

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part A)*

21-11-2023

Rennick & Gaynor C/- InfoTrack (LEAP) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 11 NANCY STREET AIREYS INLET 3231

I refer to your application received at this office on 21/11/2023. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

Our Ref: EC454772

Your Ref: 4532

Agent Ref: 70968160-034-8

Yours faithfully,

Manager Customer Centre

Property Clearance Certificate

Land Tax



INFOTRACK / RENNICK & GAYNOR

Your Reference: 234366

Certificate No: 67742966

Issue Date: 23 NOV 2023

Enquiries: KXM15

Land Address: 11 NANCY STREET AIREYS INLET VIC 3231

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41551517	4	541052	11520	922	\$0.00
	2	500431	10694	580	

Vendor: MICHELLE KATHRY VERNIEUX

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS MICHELLE KATHRYN VERNIEUX	2023	\$652,159	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Contiguous principal place of residence.

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$834,157

SITE VALUE: \$652,159

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 67742966

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,235.80

Taxable Value = \$652,159

Calculated as \$975 plus (\$652,159 - \$600,000) multiplied by 0.500 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 67742966

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67742966

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / RENNICK & GAYNOR

Your Reference: 234366

Certificate No: 67742966

Issue Date: 23 NOV 2023

Land Address: 11 NANCY STREET AIREYS INLET VIC 3231

Lot	Plan	Volume	Folio
4	541052	11520	922
2	500431	10694	580

Vendor: MICHELLE KATHRY VERNIEUX

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 67742966

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY




Billers Code: 416073
Ref: 67742965

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67742965

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No

Address: 5B Eagle Rock Parade, Aireys Inlet

This certificate is issued for	Lot 4 on Plan of Subdivision No: PS541052M
Postal address is	5B Eagle Rock Parade, Aireys Inlet 3231
Applicant for the certificate is	Rennick & Gaynor
Address for delivery of certificate is:	431 Riversdale Road Hawthorn East 3123
Date that the application was received:	16 January 2024

IMPORTANT:

The information in this certificate is issued on: 22 January 2024

You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot *per quarter or *annually (strike out if not applicable) are: \$ <u>NIL</u> payable
2.	The date which the fees for the lot have been paid up to is – <u>N/A</u>
3.	The total of any unpaid fees or charges for the lot are – <u>LIABILITY INSURANCE $\frac{1}{3} \times 440 = \\147 For repayment to K Hooke</u> <u>KENTAR HOOKE</u> <u>CWLTB BANK, 063860 1002 8124.</u>
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are – <u>N/A</u>
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: <u>NIL</u>
6.	The owners corporation has the following insurance cover: <ul style="list-style-type: none"> • the name of the company: <u>QBE Insurance (Australia) Ltd.</u> • policy number: <u>146 U 191645 BPK.</u> • type of policy: <u>Business Insurance.</u> • buildings covered: <u>NIL</u> • building amount: <u>N/A</u> \$ • public liability amount <u>\$20,000,000.</u> • renewal date <u>20/12/2023.</u>
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution - <u>No</u>

8.	<p>The total funds held by the owners corporation - The total funds should report the best available statement of financial position of the owners corporation.</p> <p>The statement of financial position at the end of the last financial year of the owners corporation on (insert date)</p> <p style="text-align: center;"><u>30/6/2023</u> was:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Assets:</td> <td style="width: 40%; text-align: right;"><u>LAND</u></td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;"><u>\$ 400,000</u></td> </tr> <tr> <td>Maintenance fund (if prescribed owners corporation):</td> <td><u> </u></td> <td></td> <td></td> </tr> <tr> <td>Liabilities:</td> <td></td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Maintenance plan (if prescribed owners corporation):</td> <td><u> </u></td> <td></td> <td></td> </tr> <tr> <td>Total funds =</td> <td></td> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	Assets:	<u>LAND</u>		<u>\$ 400,000</u>	Maintenance fund (if prescribed owners corporation):	<u> </u>			Liabilities:			\$	Maintenance plan (if prescribed owners corporation):	<u> </u>			Total funds =			\$
Assets:	<u>LAND</u>		<u>\$ 400,000</u>																		
Maintenance fund (if prescribed owners corporation):	<u> </u>																				
Liabilities:			\$																		
Maintenance plan (if prescribed owners corporation):	<u> </u>																				
Total funds =			\$																		
9.	<p>Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details:</p> <p style="text-align: center;">. No</p>																				
10.	<p>Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details -</p> <p style="text-align: center;">. No</p>																				
11.	<p>Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details -</p> <p style="text-align: center;">. No</p>																				
12.	<p>Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details -</p> <p style="text-align: center;">. No</p>																				
13.	<p>Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details -</p> <p style="text-align: center;">. No</p>																				
14.	<p>Has the owners corporation appointed or resolved to appoint a manager? If so, provide details -</p> <p style="text-align: center;">. No</p>																				
15.	<p>Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?</p> <p style="text-align: center;">. No</p>																				
16.	<p>A copy of the minutes of the most recent annual general meeting of the owners corporation. N/A .</p>																				

7.	<p>Documents required to be attached to the owners corporation certificate are:</p> <ul style="list-style-type: none"> • A copy of all resolutions made at the last annual general meeting N/A. • A copy of the consolidated rules registered at Land Victoria ? • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners" ?
18.	<p>NOTE:</p> <p>More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:</p>

DATED the *Twenty Second* day of *January* 2024.

This owners corporation certificate was prepared by: *KEN HOOKE*.

Postal address	<i>13 TOWILLA WAY TOWER HILL 3283</i>
(signature)	<i>Ken Hooke</i>
(Print name)	<i>KEN HOOKE</i>
(name of management company if relevant) as delegate of the owners corporation	—

SIGNED on behalf of the Owners' Corporation by _____)
 _____ in the capacity as _____)
 _____ pursuant to an _____)
 instrument of delegation made by the Owners')
 Corporation on _____ in accordance)
 with s11 of the *Owners' Corporation Act 2006*.)
)
)
)
)
)

Ken Hooke

 Signature

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7. Dispute resolution

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

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

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

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

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

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

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

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

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

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

BUSINESS PACK INSURANCE / CERTIFICATE OF CURRENCY Policy Number: **46U015398BPK**

This certificate acknowledges that the policy referred to is in force for the period shown.

Details of the cover are listed below.

Policy Number: 46U015398BPK
 Period of Insurance: From 15/12/2022 to 15/12/2023 at 4.00pm
 Insured Name:
 ABN Number Not Provided
 KENNETH & ALISON HOOKE | M VERNIEUX, C & M WILLS

Liability Section		Sum Insured	Excess
Location:	5-6 EAGLE ROCK PARADE AIREYS INLET VIC 3231	Liability: \$20,000,000	
Type of Business:	STRATA TITLE RESIDENTIAL PROPE	Property Owner: Yes	
		Property Damage Excess:	\$500

Interested Party: None Noted

Clauses

• 2G9

PROPERTY OWNERS ONLY

This Policy does not cover liability arising out of or in connection with any business, profession, trade or activity other than as owner of property specified in the Policy Schedule.

Cover under this Policy will only insure your legal liability resulting from an occurrences in the Common Area of the insured property.

Common Area means the area at your situation that is not part of any Lot.

Lot means an area shown on a plan as a lot or unit in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where your insured property is situated.

• SFT

APPLICABLE POLICY WORDING

When BUSINESS PACK INSURANCE is shown on the Policy Schedule Commercial/Retail/Industrial Policy wording QM485-1122 applies.

When TRADES PACK INSURANCE is shown on the Policy Schedule QBE Trade Policy QM207-0421 applies.

When OFFICE PACK INSURANCE is shown on the Policy Schedule QBE Office Policy QM208-1221 applies.

Issued by: QBE Australia
 Date Issued: 15. December 2022

End of Certificate.

As per your request, we have arranged the following insurance cover.
To ensure your continued protection, payment should be made within
14 days of the policy start date.

Page 1 of 7

[REDACTED]

TAX INVOICE

This document will be a tax invoice
for GST when you make payment

Invoice Date: 15/12/2022

Invoice No: 0345855

Our Reference: HOOKE K

Should you have any queries in relation to this account,
please contact your Account Manager
Peter Kelly

Class of Policy: Business Package
Insurer: QBE INSURANCE (AUSTRALIA) LIMITED
GPO Box 4323 Melbourne, Vic 3001
ABN: 78 003 191 035
The Insured: KENNETH & ALISON HOOKE M VERNIEUX, C & M WILLS

NEW POLICY

Policy No: 146U015398BPK

Period of Cover:

From **15/12/2022**

to **15/12/2023** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

\$20M COMMON AREA PUBLIC LIABILITY INSURANCE

Please see important notices
attached/overleaf.

Our Financial Services Guide can be viewed on our
website using the following address:

<https://www.findex.com.au/services/general-insurance/>

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$712.23	\$0.00	\$0.00	\$83.78	\$78.34	\$125.65

Commission earned on this invoice \$176.28

TOTAL \$1,000.00

(A processing fee applies for Credit Card payments)

Privacy Act

We will collect, hold, use and disclose your personal
information in accordance with the Privacy Act 1988
and our Privacy Policy. A copy of our Privacy Policy is
available on request from our office, or at
www.findex.com.au



Biller Code: 321794
Ref: 9130364083428734

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from
your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au



Post your cheque made payable to:

Findex Insurance Brokers Pty Ltd

Level 2, 235 Ryrie Street

GEELONG, VIC 3220

Our Reference: HOOKE K

Invoice No: 0345855



Visa and Mastercard

Visit https://payments.ebix.com.au/findex_of

Client Ref: 0136408X Invoice Ref: 0345855



BSB: 083032 Account: 744011867

Reference: 30364083428734



Call 03 5224 7700 to pay using your

Visa and Mastercard

Reference: 9130364083428734

AMOUNT DUE

\$1,000.00

Schedule of Insurance

Class of Policy: Business Package	Policy No: 146U015398BPK
The Insured: KENNETH & ALISON HOOKE M VERNIEUX, C & M WILLS	Invoice No: 0345855

QBE BUSINESS PACKAGE

Insured Names KENNETH & ALISON HOOKE
M VERNIEUX, C & M WILLS

SITUATION 1 DETAILS

Business STRATA TITLE RESIDENTIAL PROPE
Situation 5-6 EAGLE ROCK PARADE AIREYS INLET VIC 3231

BROADFORM LIABILITY SECTION

Property Owners Only?	Yes
	Limit of Liability
Liability	\$ 20,000,000
Property Value	\$ 3,000,000
Goods in Physical Control	As Per the Policy Wording
	Excess
Property Damage Excess	\$ 500

Note

The rating of this section based on having a property value of \$3000000. If there is any change to this, you must notify the broker or the company.

PROPERTY SECTION - Fire and other insured events	Not Insured
---	-------------

BUSINESS INTERRUPTION SECTION	Not Insured
--------------------------------------	-------------

THEFT SECTION (resulting from forced entry to buildings)	Not Insured
---	-------------

MONEY SECTION	Not Insured
----------------------	-------------

GLASS SECTION	Not Insured
----------------------	-------------

GENERAL PROPERTY SECTION	Not Insured
---------------------------------	-------------

MACHINERY BREAKDOWN SECTION	Not Insured
------------------------------------	-------------

ELECTRONIC EQUIPMENT BREAKDOWN SECTION	Not Insured
---	-------------

EMPLOYMENT PRACTICES SECTION	Not Insured
-------------------------------------	-------------

STATUTORY LIABILITY SECTION	Not Insured
------------------------------------	-------------

EMPLOYEE DISHONESTY SECTION	Not Insured
------------------------------------	-------------

TAX AUDIT SECTION	Not Insured
--------------------------	-------------

TRANSIT SECTION	Not Insured
------------------------	-------------

CLAUSES APPLICABLE

2G9 PROPERTY OWNERS ONLY

PROPERTY OWNERS ONLY

This Policy does not cover liability arising out of or in connection with any business,

Class of Policy: Business Package	Policy No: 146U015398BPK
The Insured: KENNETH & ALISON HOOKE M VERNIEUX, C & M WILLS	Invoice No: 0345855

profession, trade or activity other than as owner of property specified in the Policy Schedule. Cover under this Policy will only insure your legal liability resulting from an occurrences in the Common Area of the insured property. Common Area means the area at your situation that is not part of any Lot. Lot means an area shown on a plan as a lot or unit in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where your insured property is situated.

SFT POLICY WORDING QM485**APPLICABLE POLICY WORDING**

When BUSINESS PACK INSURANCE is shown on the Policy Schedule Commercial/Retail/Industrial Policy wording QM485-1122 applies. When TRADES PACK INSURANCE is shown on the Policy Schedule QBE Trade Policy QM207-0421 applies. When OFFICE PACK INSURANCE is shown on the Policy Schedule QBE Office Policy QM208-1221 applies.

TERRORISM INSURANCE ACT - APPLICATION TO THIS POLICY

QBE Australia has determined that this policy (or part of it) is a policy to which the Terrorism Insurance Act 2003 applies. We have reinsured our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). As a consequence, we are required to pay a premium to the ARPC and that amount (together with the cost of that part of the cover provided by us and administrative costs associated with the legislation) is reflected in the premium charged to you.

As with any other part of our premium, it is subject to Government taxes and charges such as GST, stamp duty and, where applicable, levies.

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding anything contained in this Policy or any endorsement attached to the contrary it is agreed that this Policy excludes death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- 1) involves violence against one or more persons; or
 - 2) involves damage to property; or
 - 3) endangers life other than that of the person committing the action; or
 - 4) creates a risk to health or safety of the public or a section of the public;
- or
- 5) is designed to interfere with or to disrupt an electronic system.

This Policy also excludes death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

ASBESTOS EXCLUSION ENDORSEMENT

This exclusion applies to the Public and Products Liability cover section. This policy does not cover Liability resulting from the existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

OUR AGREEMENT

We agree to provide You with the insurance cover set out in each of the Policy sections which You select and which are listed in the Schedule. You have paid or agree to pay to us the

Schedule of Insurance

Class of Policy: Business Package	Policy No: 146U015398BPK
The Insured: KENNETH & ALISON HOOKE M VERNIEUX, C & M WILLS	Invoice No: 0345855

Premium set out in the current Schedule.

The insurance cover is in force for the Period of Cover set out in the Schedule. We will cover You for loss, damage and liability occurring during that Period of Cover, subject to the provisions of the Policy. We will not pay any more than the sum insured or limit of liability for each section which is shown in the Schedule.

We will not pay the Excesses shown in the Schedule. If any loss or damage leads to a claim under more than one Section of this Policy, You must pay the highest applicable Excess, but You need to pay only one Excess.

Class of Policy:	Business Package	Policy No:	146U015398BPK
The Insured:	KENNETH & ALISON HOOKE M VERNIEUX, C & M WILLS	Invoice No:	0345855

IMPORTANT NOTICES AND INFORMATION

Additional Duty of Disclosure Information

Non-Disclosure

Policies which are not governed by the Insurance Contracts Act 1984 such as marine, (other than marine inland transit insurance and pleasure craft) and insurance required by statute such as Compulsory Third Party (CTP) motor vehicle insurance and workers compensation, the Insurer may be able to recover against the Insured in the event of misrepresentation, misstatement or non-disclosure. If you are uncertain as to whether particular information is relevant to the insurer's decision to insure, please contact us and we can help you identify whether the information should be disclosed to the insurer on the application or upon renewal or variation of the insurance.

Duty of Good Faith

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, you may prejudice any claim.

Change or Alteration in Risk

It is our duty as brokers to give you sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes to your business, circumstances or products such as alteration of risk, changes in location, mergers and acquisitions or any new or changes in activities (including overseas) which may have a bearing on the adequacy of your insurance coverage.

Average or Co-Insurance

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses.

A simple example is as follows:

Full (Replacement) Value	\$1,000,000
Sum Insured	\$500,000
Therefore you would be self insured for 50% of the Full Value	
Amount of Claim, say	\$100,000
Amount payable by Insurers as a result of the application of Average/Co-Insurance (i.e: 50%)	\$50,000

Some Business Interruption policies contain an Average/Co-insurance clause, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances).

The Interest of Other Parties

If you require the interest of a party other than the named insured to be covered you **must** request this as most policy conditions will exclude indemnity to other parties (e.g: Mortgagees, Lessors, Principals. etc) unless their interest is noted on the policy.

Claims Occurring prior to commencement

Your attention is drawn to the fact that most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the time the policy is current.

Subrogation and/or hold harmless

You may prejudice your rights with regard to a claim if, without prior agreement from your insurer, you make any agreement with a third party that will prevent the insurer from recovering the loss from that third party or another party who would be otherwise liable. When you enter into a contract you should take particular note of what the contract contains with respect to insurance requirements, hold harmless clauses, indemnity clauses, waivers or subrogation and/or recovery, remedies, penalties and the like.

Leasing, Hiring and Borrowing Property

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed. If the responsibility to insure lies with the owner, we recommend you try to ensure the lease or hire conditions waive any rights of recovery against you, even when the damages is due to your negligence. This will prevent the owner's Insurer making a recovery against you. If there are no conditions relating to responsibility to insure in the hire or lease contract, you should write to the owner asking who is to insure the property.

Claims Made During the Period of Insurance (Claims Made Policies)

Class of Policy: Business Package	Policy No: 146U015398BPK
The Insured: KENNETH & ALISON HOOKE M VERNIEUX, C & M WILLS	Invoice No: 0345855

Your attention is drawn to the fact that some policies (for example, professional indemnity insurance, D&O Liability and Crime) provide cover on a “claims made” basis.

This means that claims that are first advised to you (or made against you) and reported to your insurer during the period that the policy is current are insured under that policy, irrespective of when the incident causing the claim occurred (unless there is a date beyond which the policy does not cover – this is called a “retroactive date”). If you become aware of circumstances which could give rise to a claim and notify the insurer during the period that the policy is current, a claim later arising out of those circumstances should also be covered by the policy that is current at the time of the notification, regardless of when the claim is actually made or when the incident causing the claim occurred.

In order to ensure that your entitlement to claim under the policy is protected, you must report all incidents that may give rise to a claim against you to the Insurers without delay after they come to your attention and before the policy expires.

Non Renewable Insurance

Cover under your policies terminates on the date shown on our tax invoice or adjustment note.

While insurers will send renewal offers for most insurance policies, there are some which are not “renewable”. For these, if you wish to effect similar insurance for a subsequent period, you will need to complete a further proposal form/declaration before the current policy expires so that we can seek terms of insurance and quotations on your behalf.

Essential reading of policy wording

The policy wordings for your insurances have either been provided to you or will be sent to you as soon as they are received from your Insurers. We recommend that you read these documents carefully as soon as possible and advise us in writing of any aspects which are not clear to you or if any aspect of the cover does not meet with your requirements

Refund of Premium

If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. Depending on our arrangements with the insurer, we may also retain the portion of the commission that was paid to us by the Insurer for the policy.

Cancellation of Policy or Deficient Cover Due to Non Payment of Premium

We shall not be held responsible for the cancellation of your policy, a deficiency in cover, or the denial of a claim by your Insurer where you have not paid, or did not pay, any amount of premium due to us or your Insurer, or instalments to your premium financier.

General

Many areas of insurance are complex and some implications may not be evident to you. If there are **any** aspects of your insurances that you do not understand or you require further explanation, please contact us immediately.

Disclosure

This above information is not comprehensive. It provides only a summary of the subject matter covered and is not tailored specifically to your private situation. You should make your own assessment of this information and rely on it wholly at your own risk.

All opinions, conclusions, forecasts or recommendations are reasonably held at the time of compilation but are subject to change without notice. Findex Insurance Brokers Pty Ltd | ABN 17 139 730 528 | AFSL No. 342526, assumes no obligation to update this content after it has been issued.

FURTHER INFORMATION ABOUT OUR ADVICE

What is the purpose of this document?

This document contains important information about our remuneration and any relevant associations or interests we have that may influence our advice. This document is designed to assist you in making an informed decision about whether or not to act on our personal advice about your insurance needs.

What remuneration (including commission) or other benefits do we or our associates receive in connection with this advice that may influence us?

We do not get any remuneration or other benefits from giving this advice unless you instruct us to arrange the recommended policy. If you instruct us to arrange the recommended policy, we will receive commission as per the Total Income in the table at the base of this information.

Schedule of Insurance

Class of Policy: Business Package	Policy No: 146U015398BPK
The Insured: KENNETH & ALISON HOOKE M VERNIEUX, C & M WILLS	Invoice No: 0345855

Our employees that will assist you to arrange the recommended policy will be paid a salary and in addition may receive a bonus based of the level of income generated.

Our Memberships

National Insurance Brokers Association (NIBA)

Findex Insurance Brokers Pty Ltd are members of the NIBA and subscribe to the National Insurance Brokers Code of Practice. You can find a copy of the code by following this link <https://www.niba.com.au/codeofpractice/index.cfm>.

Steadfast Group Limited

Findex Insurance Brokers Pty Ltd is a Steadfast Network Insurance Broker. Steadfast has an exclusive arrangements with some insurers under which Steadfast may receive additional commission if you instruct us to arrange the recommended product. The commission is used to operate Steadfast.

Premium Funding

Findex has partnered with Principal Finance to offer our clients the option to take out Premium Funding to pay for their insurances. Where funding is provided we may receive a commission of between 0% and 3%.

	Amount	GST	Total
Broker Fee	125.65	12.56	138.21
Commission	160.25	16.03	176.28
Total Income	285.90	28.59	314.49

For further information about our services and remuneration, you can refer to the Findex General Insurance Financial Service Guide which can be found on our or by contacting our office.

Why did we give you this advice?

The advice we have given you relating to this product takes into account the information that you have given us and our understanding of what is offered for by the insurers that we deal with regularly. We have not based our recommendation on what might be offered to you by other insurers or insurance providers. When advising on products we take into account the prices and policy terms of the policies that we considered for your insurance needs and the recommended insurer's claims handling track record with us.

Our advice is limited to the above.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Rennick & Gaynor C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4532

NO PROPOSALS. As at the 20th November 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

11 NANCY STREET, AIREYS INLET 3231
SURF COAST SHIRE

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

Date of issue: 20th November 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70957747 - 70957747122104 '4532'

Extract of EPA Priority Site Register

Page 1 of 2



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 11 NANCY STREET
SUBURB: AIREYS INLET
MUNICIPALITY: SURF COAST
MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 93 Reference C9
DATE OF SEARCH: 21st November 2023

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 70967481 - 70967481083837
'70957747-041-3'



Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

From www.planning.vic.gov.au at 04 December 2023 01:21 PM

PROPERTY DETAILS

Address: **11 NANCY STREET AIREYS INLET 3231**
 Lot and Plan Number: **More than one parcel - see link below**
 Standard Parcel Identifier (SPI): **More than one parcel - see link below**
 Local Government Area (Council): **SURF COAST**
 Council Property Number: **178192**
 Planning Scheme: **Surf Coast**
 Directory Reference: **Vicroads 525 U8**

www.surfcoast.vic.gov.au

[Planning Scheme - Surf Coast](#)

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Urban Water Corporation: **Barwon Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **POLWARTH**

OTHER

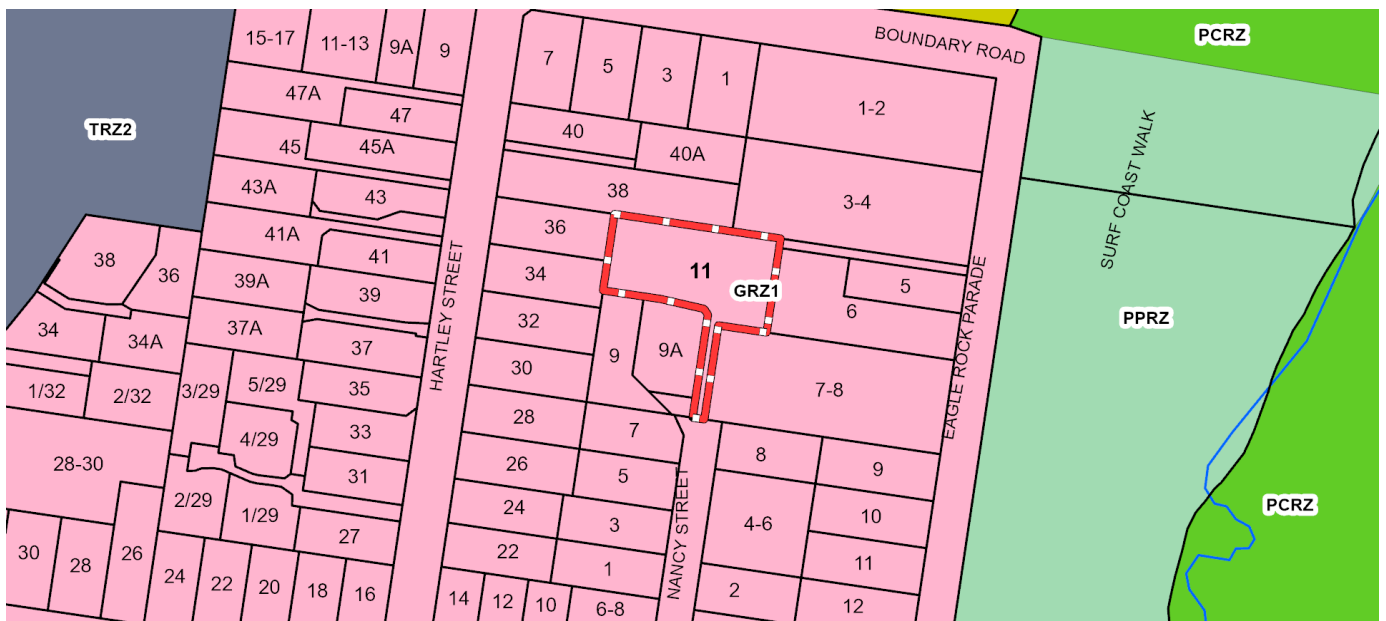
Registered Aboriginal Party: **Wadawurrung Traditional Owners
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

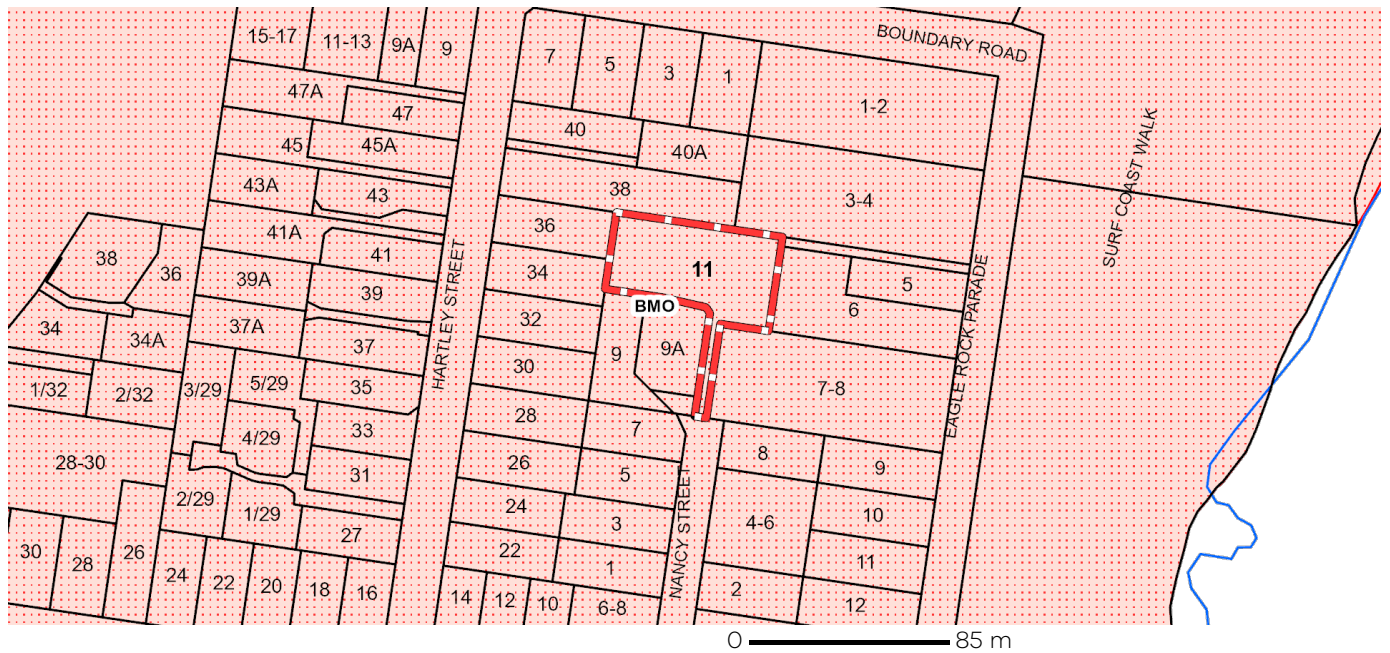
Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

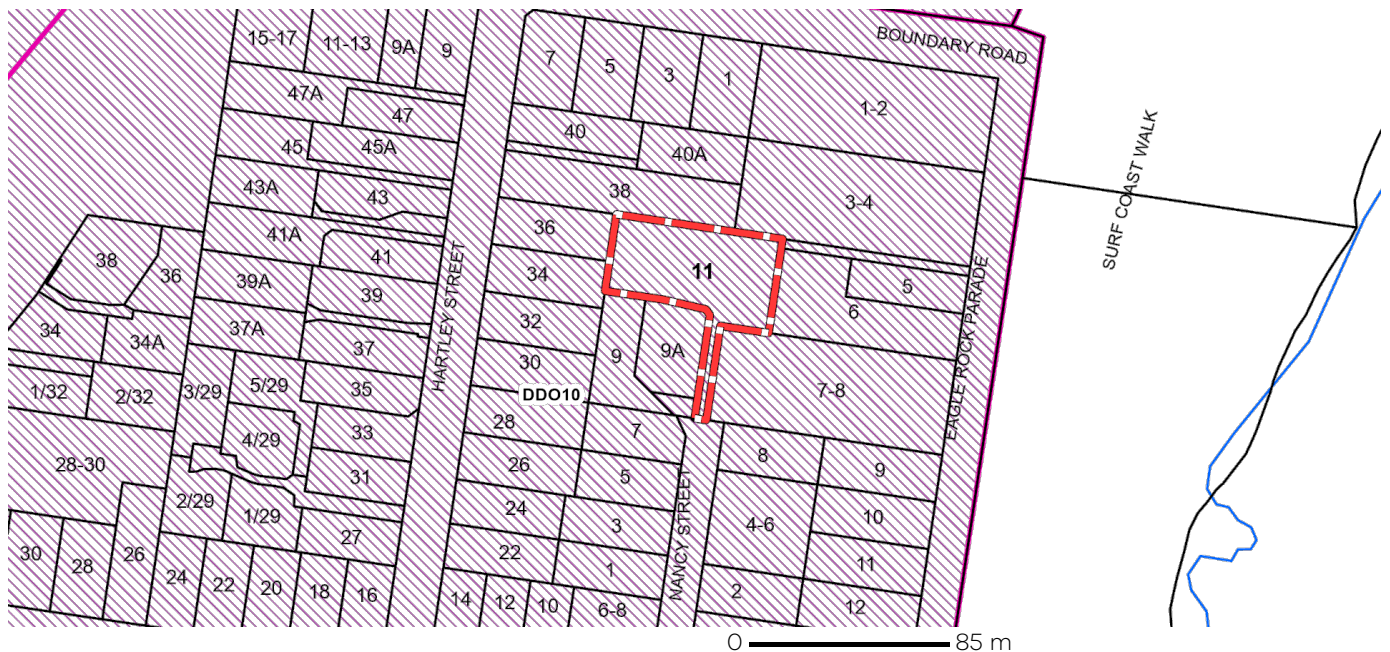


BMO - Bushfire Management Overlay

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)



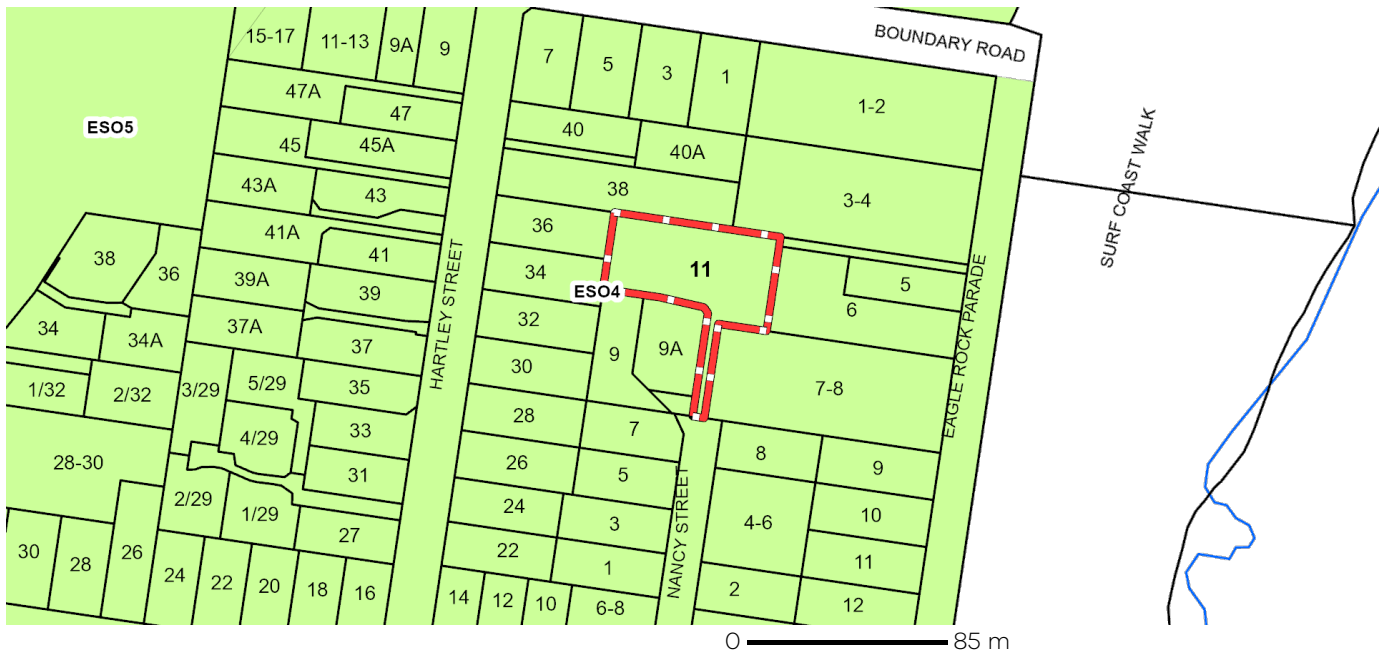
DDO - Design and Development Overlay

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

Planning Overlays

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

[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4 \(ESO4\)](#)

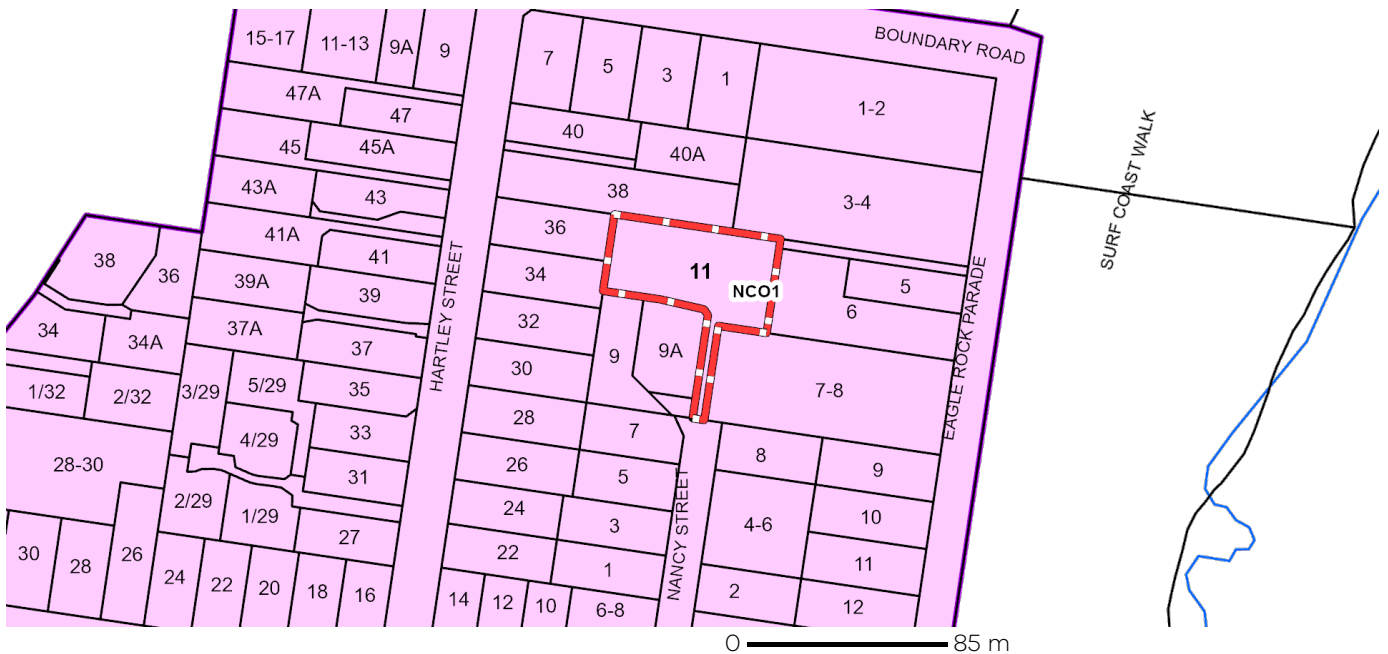


ESO - Environmental Significance Overlay

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

[NEIGHBOURHOOD CHARACTER OVERLAY \(NCO\)](#)

[NEIGHBOURHOOD CHARACTER OVERLAY - SCHEDULE 1 \(NCO1\)](#)



NCO - Neighbourhood Character Overlay

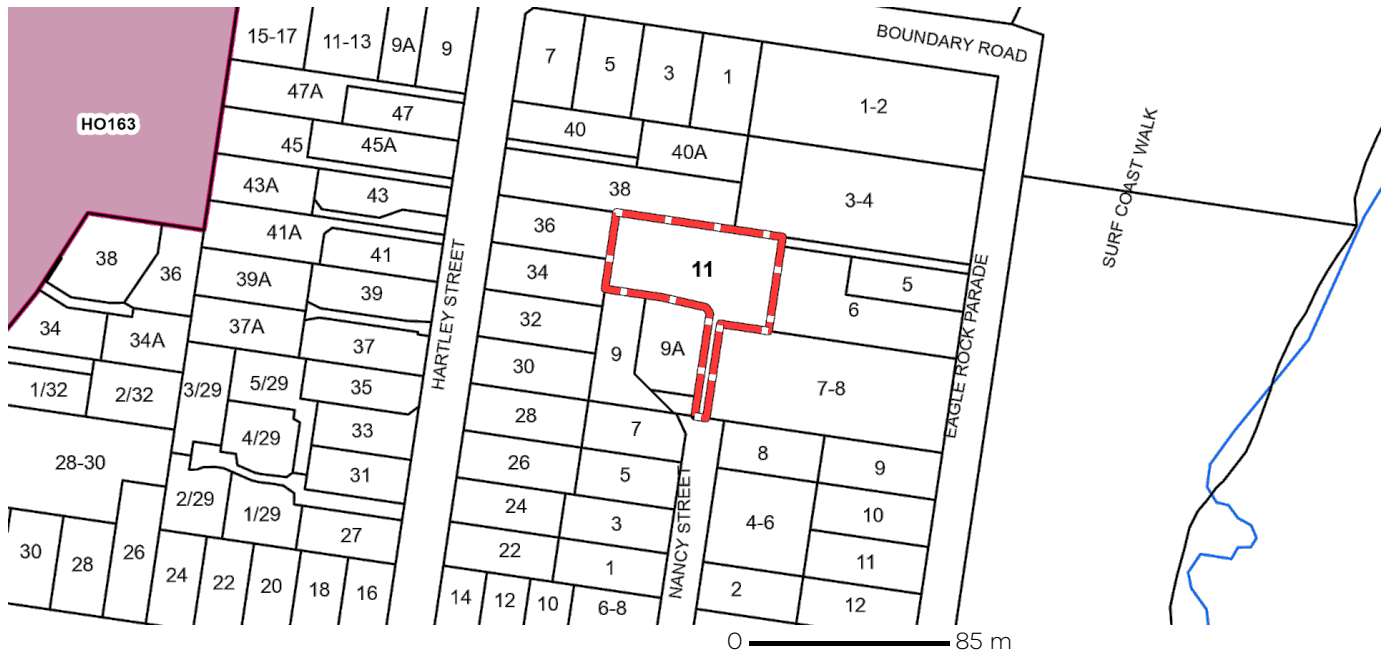
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage 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.

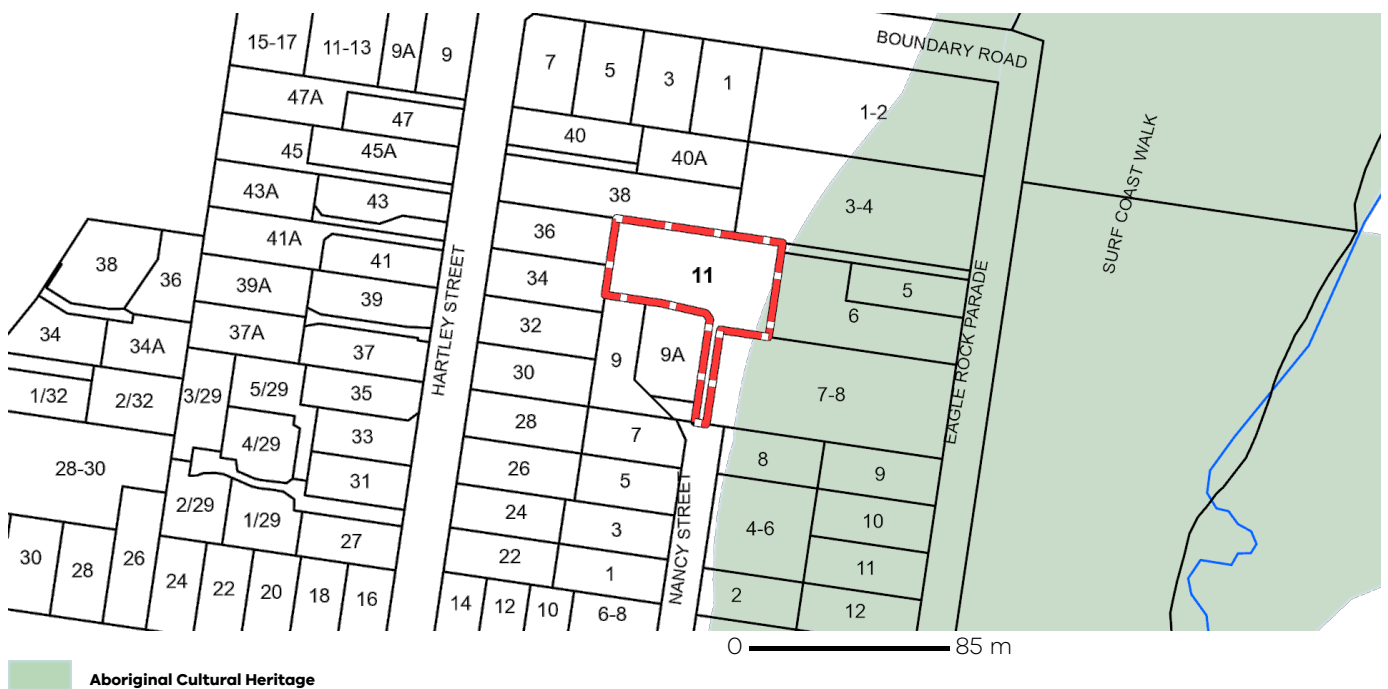
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 27 November 2023.

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

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

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

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

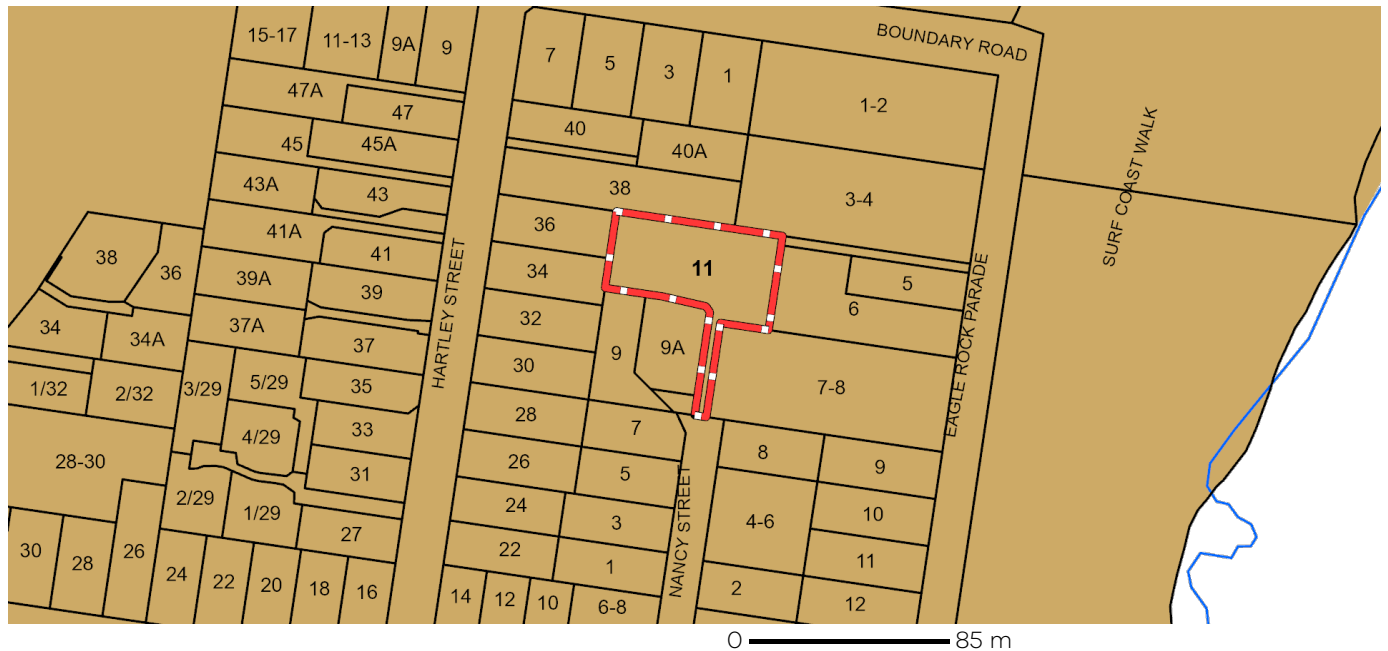
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 Bushfire Prone Areas

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 \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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