

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **Lot 3/part 13 - 15 Garlish Court, Wangaratta 3677**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

Print name(s) of person(s) signing: on/...../2017

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

Print name(s) of person(s) signing: on/...../2017

Print name(s) of person(s) signing: **FGC ENTERPRISES PTY LTD ACN 616 512 675**
AS TRUSTEE FOR FGC ENTERPRISES TRUST

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 of the *Sale of Land Act 1962*) EXCEPTIONS: The 3-day cooling-off period does not apply if:

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

Insite Real Estate
72 Murphy Street, Wangaratta, VIC 3677

Email: info@insiterealestate.com.au

Tel: 03 5721 7995 Fax: 03 5721 7997 Ref:

Vendor

FGC ENTERPRISES PTY LTD ACN 616 512 675 AS TRUSTEE FOR FGC ENTERPRISES TRUST
93-95 Bakehouse Road, Kensington, VIC 3031

Email:

Vendor's legal practitioner or conveyancer

Webb Legal Pty Ltd
28 Ely Street, Wangaratta VIC 3677
PO Box 27, Wangaratta VIC 3676

Email: info@webblegal.com.au

Tel: 03 5721 5500 Fax: 03 5721 3659 Ref: JSM:MLR:170258

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	part 10999	Folio	460	3	PS808873J
Volume		Folio			

OR

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

The land includes all improvements and fixtures.

Property address
The address of the land is: Lot 3/part 13 - 15 Garfisch Court, Wangaratta 3677

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)
Vacant land

Payment (general condition 11)
Price \$

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

GST (general condition 13)

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

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

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

Settlement (general condition 10)

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; or

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1.

If 'subject to lease' then particulars of the lease are :

(*only complete the one that applies. Check tenancy agreement/lease before completing details)

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

Special conditions

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 this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)

1A Acceptance of title

General condition 12.4 is added:

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

1B Foreign resident capital gains withholding

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2 Electronic Conveyancing

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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.
3. General condition 15.2 (b) delete – replace with "Land tax will be adjusted on the amount actually paid or payable by the vendor."
4. This Contract is subject to the vendor:
- (i) Obtaining Council approval of the Plan of Subdivision and subsequent registration of the plan.
 - (ii) If the event in (i) are not achieved by the Vendor within 24 months of the day of sale, the Purchaser may, at any time after the expiration of that period, but before the Plan is registered, rescind this Contract in which case any monies paid by the Purchaser are refunded to the purchaser.
 - (iii) The deposit is to be paid to the Vendor's solicitor named in this contract to be held on trust for the Purchaser until the registration of the Plan of Subdivision.

- iv) Each party will at their own expense expeditiously execute all consents, requisitions and applications and sign all documents and take all other steps reasonably necessary to assist in the registration.
- v) The purchaser acknowledges that they will not register a caveat over the property prior to registration of the plan of consolidation until after the allocation of a new Volume and Folio number subsequent to the registration to the Boundary Realignment or Plan of Subdivision.

The vendor reserves the right to make any alterations to the concept plan and Plan of Subdivision as may be required to obtain approval by the responsible authorities and registration at the titles office.

The vendor shall notify the purchaser in writing of any such alterations and the purchaser shall be entitled to rescind this agreement, for alterations that materially affect the subject lot, by notice in writing to the vendor within fourteen days of such notice (and in this respect time shall be of the essence). In the event that rescission is not notified within such fourteen days then the right of rescission shall be lost and the contract shall become unconditional.

4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- #### 5. CONSENTS
- The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- #### 6. TRANSFER
- The transfer of land and document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land and document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.
- #### 7. RELEASE OF SECURITY INTEREST
- 7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that it is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.
- 13.8 In this general condition:
- 13.7 This general condition will not merge on either settlement or registration.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (a) the parties agree that this contract is for the supply of a going concern; and
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on: the margin scheme applies.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- (c) If the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- (b) If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
13. GST
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (i) there are no debts secured against the property; or
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
- 12.1 The deposit must be released to the vendor if:
12. STAKEHOLDING
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the *Banking Act 1959* (Cth) is in force.
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (a) in cash; or
- 11.4 At settlement, payments may be made or tendered:
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or

14. LOAN

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

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

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

22. INSPECTION

23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the

notice being given-

- (i) the default is remedied; and
- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

WEBB LEGAL PTY LTD
Solicitors
28 Ely Street
Wangaratta Vic 3677
Tel: 03 5721 5500
Fax: 03 5721 3659
Ref: JSM:MLR:170260

Property: Lot 3/part 13 - 15 Garfith Court, Wangaratta 3677

CONTRACT OF SALE OF REAL ESTATE

**FGC ENTERPRISES PTY LTD ACN 616 512 675 AS TRUSTEE FOR FGC
ENTERPRISES TRUST
to**

DATED

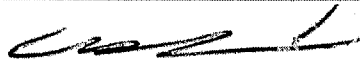
2017



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 Lot 3/Part 13-15 Garfish Court, Wangaratta 3677

Vendor's name FGC Enterprises Pty Ltd ACN 616 612 675 as trustee for FGC Enterprises Trust
Vendor's signature 
Date 04/07/17

Purchaser's name
Purchaser's signature

Purchaser's name
Purchaser's signature
Date / /

1. FINANCIAL MATTERS

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

(a) Their amounts are:

Authority	Amount	Interest (if any)
(1) Rural City of Wangaratta	(1) - Not separately rated	(1)
(2) North East Water	(2) - Not separately rated	(2)
(3)	(3)	(3)

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):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

☐

3.4 Planning Scheme

The required specified information is as follows:

Wangaratta Planning Scheme
Rural City Of Wangaratta
General Residential Zone (Grz1)

Name of planning scheme
Name of responsible authority
Zoning of the land
Name of planning overlay

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

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 The owners corporation is an inactive owners corporation.

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 ☒	Gas supply ☒	Water supply ☒	Sewerage ☒	Telephone services ☒
--	--	--	--	--

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

(a) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

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

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 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

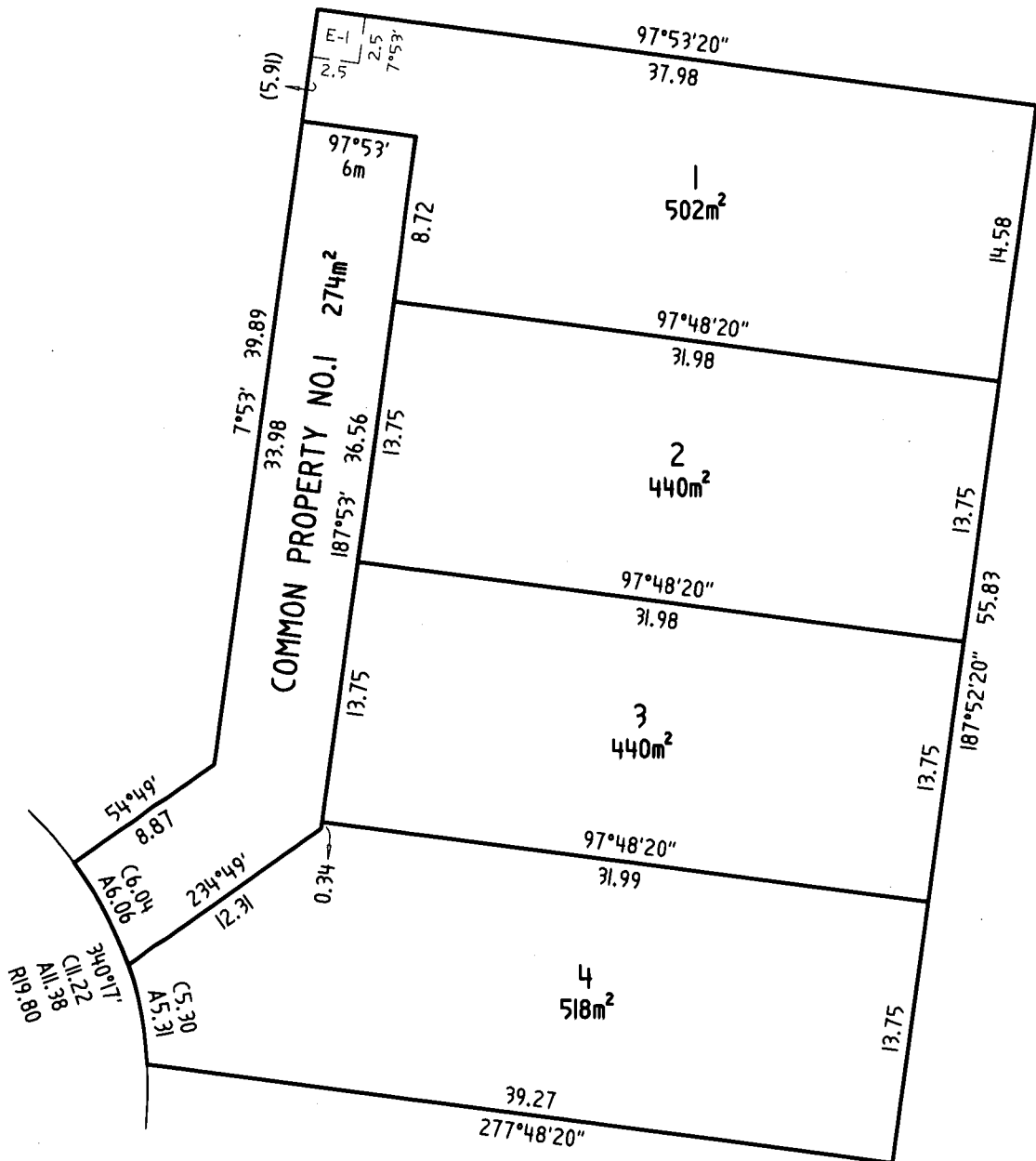
(Any certificates, documents and other attachments may be annexed to this section 13)

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

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

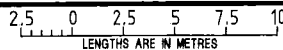
Planning Permit PInApp14/134 Extension
Planning Permit PInApp14/134
Unregistered PS 808873J
Unregistered Proposed S173 Agreement

PLAN OF SUBDIVISION		EDITION 1		PS 808873J	
LOCATION OF LAND					
PARISH: WANGARATTA SOUTH					
TOWNSHIP: -					
SECTION: 1A					
CROWN ALLOTMENT: 24(PT)					
CROWN PORTION: -					
TITLE REFERENCE: VOL.10999 FOL.460					
LAST PLAN REFERENCE: PS547111W (LOT 22)					
POSTAL ADDRESS: 13-15 GARFISH COURT WANGARATTA 3677					
MGA CO-ORDINATES: E: 439 420 N: 5973 570 ZONE: 55 GDA 94 (of approx centre of land in plan)					
VESTING OF ROADS AND/OR RESERVES					
IDENTIFIER					
COUNCIL/BODY/PERSON					
NIL					
NOTATIONS					
DEPTH LIMITATION DOES NOT APPLY					
SURVEY: THIS PLAN IS BASED ON SURVEY. STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT NO. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 336, 423, 436 & 545 IS IN A PROCLAIMED SURVEY AREA 64.					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	SEWERAGE	2.5	PS641711W	NORTH EAST REGION WATER AUTHORITY	
SURVEYORS FILE REF: M3508					
ORIGINAL SHEET SIZE: A3					
SHEET 1 OF 3 SHEETS					
NORTH EAST SURVEY DESIGN					
PO Box 265 Yarramunga VIC 3730 ABN 83 127 459 987 Mobile 0417 216 710 Fax 03 5744 2356 andrew@nosed.com.au www.nosed.com.au					
Digitally signed by: Andrew J Mott (North East Survey Surveyor's Plan Version (01), 25/05/2017, SPEAR Ref: S104235B					



ABN 83 127 459 367
PO Box 265
Yarrawonga VIC 3730
Mobile 0417 218 710
Fax 03 5744 2388
andrew@need.com.au
www.need.com.au

SCALE
1:250



Digitally signed by: Andrew J Mott (North East Survey Design Pty Ltd),
Surveyor's Plan Version (01),
25/05/2017, SPEAR Ref: S104235B

ORIGINAL SHEET
SIZE: A3

SHEET 2 OF 3 SHEETS

ORIGINAL SHEET
SIZE: A3
SHEET 3 OF 3 SHEETS

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	25	25	1	25	25	1	25	25	1	25	25
2	25	25	2	25	25	2	25	25	2	25	25
3	25	25	3	25	25	3	25	25	3	25	25
4	25	25	4	25	25	4	25	25	4	25	25
Total	100	100	Total	100	100	Total	100	100	Total	100	100

Lot Entitlement and Lot Liability

Notations:

Limitations on owners corporation: UNLIMITED

Land affected by owners corporation: LOTS 1, 2, 3, 4 & COMMON PROPERTY NO.1

Owners Corporation 1 Plan no. PS 808873J

OWNERS CORPORATION SCHEDULE

PS 808873J

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

VOLUME 10999 FOLIO 460

Security no : 124066344027F
Produced 01/06/2017 04:45 pm

LAND DESCRIPTION

Lot 22 on Plan of Subdivision 541711W.
PARENT TITLE Volume 10912 Folio 293
Created by Instrument PS541711W 23/03/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
FGC ENTERPRISES PTY LTD of 84 ALBION CRESCENT GREENSBOROUGH VIC 3088
AN532896W 07/02/2017

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS541711W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AN532895Y	DISCHARGE OF MORTGAGE	07/02/2017
AN532896W	TRANSFER	07/02/2017

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

Additional information: (not part of the Register Search Statement)
Street Address: 13-15 GARFISH COURT WANGARATTA VIC 3677

DOCUMENT END

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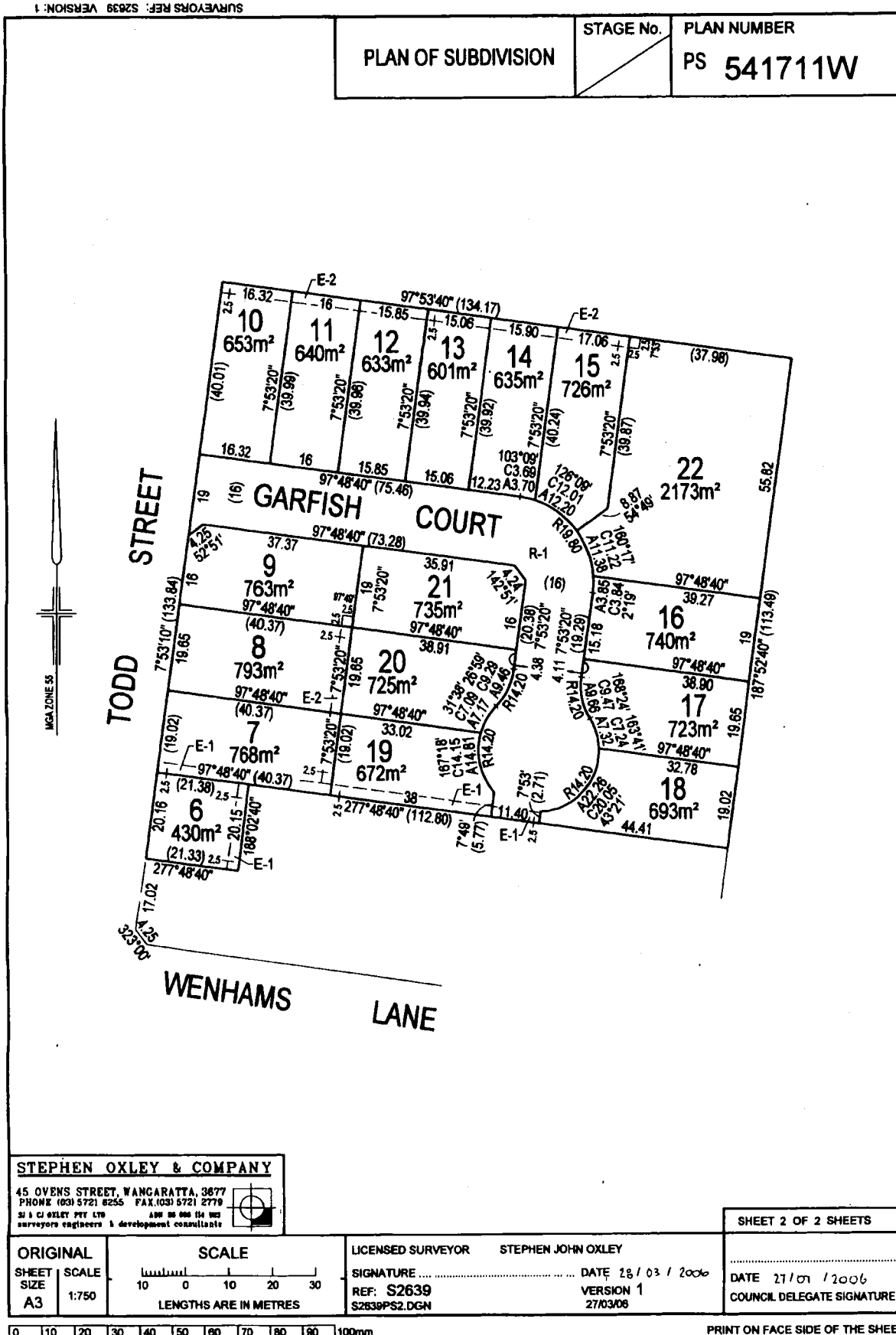
who is licensed by the State to provide this information.



1: NO: 52525 REF: 63925 SURVEYORS

PLAN OF SUBDIVISION STAGE NO. 1 LR USE ONLY PS 541711W PLAN NUMBER		LOCATION OF LAND PARISH: WANGARATTA SOUTH TOWNSHIP: — SECTION: 1A CROWN ALLOTMENT: 24 (PART) CROWN PORTION: — TITLE REFERENCES: VOL. 10912 FOL. 293 LAST PLAN REFERENCE: PS 534802J (LOT A) POSTAL ADDRESS: WENHAM LANE WANGARATTA, 3677 MGA CO-ORDINATES: E 439360 N 5973540 (of approximate centre of land in plan) ZONE: 55 VESTING OF ROADS OR RESERVES IDENTIFIER COUNCIL/BODY/PERSON WANGARATTA RURAL CITY COUNCIL ROAD R-1	
NOTATIONS 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. 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. 4. A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE. (a) THE REQUIREMENT HAS BEEN SATISFIED. (b) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE DATE 27 / 07 / 2006 COUNCIL SEAL RE CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE — / — / — COUNCIL SEAL		EASEMENT INFORMATION LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD) REFERENCE E-1 E-2 PURPOSE SEWERAGE SEWERAGE WIDTH (METRES) 2.5 2.5 ORIGIN THIS PLAN NORTH EAST REGION WATER AUTHORITY LAND BENEFITED IN FAVOUR OF NORTH EAST REGION WATER AUTHORITY LR USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED DATE 21 / 03 / 2007 LR USE ONLY PLAN REGISTERED TIME 12:12 pm DATE 23 / 03 / 2007 ASSISTANT REGISTRAR OF TITLES SHEET 1 OF 2 SHEETS DATE 27 / 07 / 2006 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3	
DEPTH LIMITATION DOES NOT APPLY STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO. 05-180		EASEMENT INFORMATION LOTS 1-5 (B) HAVE BEEN OMITTED FROM THIS PLAN LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES SURVEY THIS PLAN IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 335, 545 IN PROCLAIMED SURVEY AREA No. 64	

PRINT ON FACE SIDE OF THE SHEET



Rural City of Wangaratta

Wangaratta Government Centre
62-68 Ovens Street
Wangaratta Vic. 3677

P.O. Box 238
Wangaratta 3676

Telephone (03) 5722 0888
Facsimile (03) 5721 9526
E-mail council@wangaratta.vic.gov.au
Website www.wangaratta.vic.gov.au

In Replying Please Quote: PInApp14/134/15733
If Calling Please Ask for: Justin Britt
Your Reference:

25 January 2017



Attn: Matt Sammon
North East Survey Design
PO Box 882
WANGARATTA VIC 3676

Dear Sir/Madam

Permit No: PInApp14/134
Description: Four Lot Subdivision and Development of Four Dwellings
Property Address: 13-15 Garfith Court WANGARATTA VIC 3677

I acknowledge your request for an extension of time for the above planning permit received on 09/01/2017.

Pursuant to Section 69 of the *Planning and Environment Act 1987* Council has granted an extension to the above permit. This permit will now expire if:

- The development does not commence before 6 January 2018 and is not completed by 6 January 2020;

- The plan of subdivision is not certified by 6 January 2018 and registration of the subdivision is not completed within 5 years of the date of certification.

Please read the conditions carefully and check whether there are any actions you need to take prior to commencement of the approved development.

Should you have any further queries, please contact me on 5722 0888.

Yours sincerely

Brodie Paul
SENIOR PLANNER



WANGARATTA
RURAL CITY OF



PLANNING PERMIT

ADDRESS OF THE LAND: Lot 22 PS 541711 Vol 10999 Fol 460

13-15 Garfith Court WANGARATTA VIC 3677

THE PERMIT ALLOWS:

Four Lot Subdivision and Development of Four
Dwellings

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Rural City of Wangaratta Conditions

Plans required

1. Before the development commences or prior to certification of the plan of subdivision, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans advertised as part of the application but modified to show:
 - a) The development site plan ref: M1398-ODP2 amended to change the window of bedroom 3 of all the dwellings to the eastern side of the dwellings as outlined in the dwelling plans and elevation details.
 - b) The landscaping plan required by condition 3 of this permit.
 - c) That the bedroom 2 of each dwelling is provided with 1 metre clear to the sky on their respective lots in accordance with the requirements of Clause 55.05-3 (Standard B27).

2. The development and subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

3. Prior to construction works commencing on site, a landscaping plan and specification detailing features designed to enhance the visual and environmental amenity of the development must be prepared by the applicant, and submitted to and approved by the Responsible Authority. The plan must show:
 - a) Landscaping and planting within all open areas of the site.
 - b) At least two canopy trees for each dwelling lot.
 - c) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, pot sizes, sizes at maturity, and quantities of each plant.

Date issued: 06/01/2015
Delegate of the
Responsible Authority:

Barry Green

PLANNING PERMIT

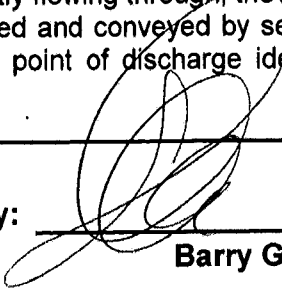
Wangaratta Planning Scheme

Application No: PlnApp14/134

4. Before the occupation of the development commences or at a later date as approved by the Responsible Authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.
5. Prior to construction works commencing on the land, a Construction Site Management Plan must be submitted to and approved by the Responsible Authority. The plan must detail the following:
 - Erosion and sediment.
 - Vehicle and machinery hygiene, and to avoid the spread of soil-borne pathogens and weed seeds
 - Stormwater and silt management.
 - Dust
 - Litter, concrete and other construction waste
 - Construction traffic management and parking areas.
 - Vegetation protection.
 - Storage of Construction Materials.
6. All services, including water, electricity, gas, sewerage and telephone services must be located and installed underground to the satisfaction of the Responsible Authority.
7. Areas within the road reserve that have been disturbed during the course of the works must be reinstated in a manner, and to the satisfaction of the Responsible Authority.
8. Care is to be taken to preserve the condition of existing infrastructure adjacent to the site. If any damage to existing infrastructure occurs as a result of this development, the affected infrastructure is to be replaced by the applicant, at the applicant's cost to the specification and satisfaction of the Responsible Authority.
9. No construction materials or earth is to be placed or stored outside the site area or on adjoining road reserves. This does not apply to road or footpath construction works on adjoining roads required as part of this permit.
10. Prior to construction commencing on the site or issue of a Statement of Compliance, whichever occurs first, the applicant must provide a drainage plan that accords with the provisions of Clauses 16 (Urban Drainage) and 19 (On-site Detention Systems) of Council's Infrastructure Design Manual [IDM], prepared to the satisfaction of the Responsible Authority. In particular, the drainage plan must demonstrate that:
 - a) Provision for sufficient on-site detention to limit the peak outflow from the site to 37 litres/second/hectare, providing 9 litres of storage for every square metre of lot area unless proven otherwise, and conveyed by underground pipe to a legal point of discharge nominated by the Responsible Authority.
 - b) All storm-water deposited upon, and transferred through, the developed site during a 20% AEP rainfall event must be collected and conveyed by underground pipes to a legal point of discharge nominated by the Responsible Authority.
 - c) All storm-water runoff originating from, or currently flowing through, the developed site during a 1% AEP rainfall event must be collected and conveyed by secure overland and/or underground flood pathways to a legal point of discharge identified by the Responsible Authority.

Date Issued: 06/01/2015

Delegate of the
Responsible Authority:


Barry Green

PLANNING PERMIT

Wangaratta Planning Scheme

Application No: P1nApp14/134

Page 3

d) Stormwater drainage plans for the development must incorporate measures to enhance the quality of water discharged from the site and to protect downstream infrastructure and waterways.

11. Prior to the commencement of the use, all drainage infrastructure required by the approved drainage plan must be constructed in accordance with plans and specifications approved by the Responsible Authority.

12. Prior to the completion of the development or issue of a Statement of Compliance, whichever occurs first, the common property area created by the proposed development and as shown on the endorsed plan(s) is to be constructed sealed and drained in accordance with plans and specifications approved by the Responsible Authority.

13. Prior to the completion of the development or issue of a Statement of Compliance, whichever occurs first, a vehicle crossing that serves that lot must be provided. All new and existing vehicle crossings as shown on the endorsed plan must be constructed and sealed to the standards of Council's Infrastructure Design Manual [IDM] Clause 12.9.1 (Urban Vehicle Crossings), and to the satisfaction of the Responsible Authority. In particular, works must be in accordance with Council's IDM Standard Drawing SD250.

14. Prior to the issue of a Statement of Compliance, each proposed lot must have a stormwater properly drain inlet point, and must be constructed in underground pipes extending from the legal point of discharge to within its property boundary to the specification and satisfaction of the Responsible Authority.

15. All roof water from buildings and surface water from hard paved areas must be collected and conveyed to a drainage easement or to the legal point of discharge so as to prevent storm water nuisance to adjoining land.

Subdivision

16. Prior to the issue of a Statement of Compliance either of the following must occur;

a) The development shown on the endorsed plans must be completed in accordance with the requirements of the permit, to the satisfaction of the Responsible Authority. Or;

b) The owner of the land must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987 and confirmation of lodgement of the Agreement pursuant to Section 181 of the Act must be provided to the responsible authority. The Agreement must provide for the following:

Except with the prior written consent of the responsible authority;

(a) All lots and common property approved by Planning Permit 14/134 must be developed in accordance with the conditions and plans approved as part of this permit (ref: 14/134).

The owner/operator under this permit must pay the full costs of the preparation, (and) execution and registration of the Section 173 Agreement.

Date issued: 06/01/2015

Delegate of the

Responsible Authority:

Barry Green

PLANNING PERMIT

Wangaratta Planning Scheme

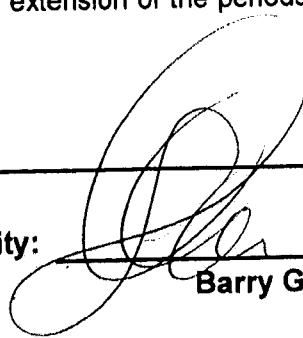
Application No: **PlnApp14/134**

17. The owner of the land must enter into an agreement with:
- a) a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - b) a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
18. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
- a) a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - b) a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
19. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
20. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
21. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.
22. This permit will expire if one of the following circumstances applies:
- a) The development is not started within two years of the issued date of this permit.
 - b) The development is not completed within four years of the issued date of this permit.
 - c) The plan of subdivision is not certified within 2 years of the date of this permit;
 - d) the registration of the subdivision is not completed within 5 years of the date of this permit.

In accordance with Section 69 of the *Planning and Environment Act 1987*, an application may be submitted to the Responsible Authority for an extension of the periods referred to in (a), (b) or (c) of this condition.

Date Issued: 06/01/2015

Delegate of the
Responsible Authority:


Barry Green

PLANNING PERMIT

Wangaratta Planning Scheme

Application No: PlnApp14/134

North East Water

23. Prior to works commencing pursuant to the permit, the applicant must enter into an agreement with North East Water that requires it to construct, at the applicant's cost, works necessary to provide a water supply service to the proposed subdivision to the satisfaction of North East Water, in accordance with its policy and requirements applicable from time to time.

24. The water service to each lot of the subdivision must be independently metered to the satisfaction of North East Water at the applicant's cost.

25. Prior to works commencing pursuant to the permit, the applicant must enter into an agreement with North East Water that requires it to construct, at the applicant's cost, works necessary to provide sewerage to the proposed subdivision to the satisfaction of North East Water, in accordance with its policy and requirements applicable from time to time.

- a) The applicant must pay a new customer contribution determined in accordance with North East Water's policy for development charges applicable to the water supply system currently servicing the area in which the subject land is located.
- b) The applicant pays a new customer contribution determined in accordance with North East Water's policy for development charges applicable from time to time towards North East Water's sewers and disposal systems servicing the area to which the permit applies.

26. Easements must be provided over sewers to the satisfaction of North East Water.

27. The applicant must enter into an agreement with North East Water for any proposed structures or works over a North East Water easement or asset.

28. In constructing any private water services, the applicant must ensure that such services do not traverse property boundaries and are independently supplied from a point of supply approved by North East Water.

29. The development must comply with North East Water's minor trade waste and backflow requirements.

30. The plan of subdivision must be referred to North East Water when submitted for certification pursuant to Section 8 of the Subdivision Act 1988.

31. North East Water's consent must be sought by the Responsible Authority prior to issuing a Statement of Compliance under the Subdivision Act 1988.

AusNet Electricity

32. Prior to works commencing pursuant to the permit, the applicant must:

- a) Enter into an agreement with AusNet Electricity Services Pty Ltd for the extension, upgrading or rearrangement of the electricity supply to lots on the plan of subdivision. A payment to cover the cost of such work will be required.

Delegate of the

Responsible Authority.

Date Issued: 06/01/2015

Barry Green

PLANNING PERMIT

Wangaratta Planning Scheme

Application No: PInApp14/134

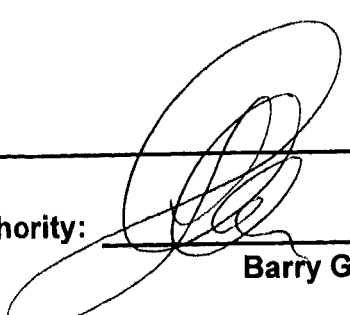
- b) Provide electricity easements internal and external to the subdivision in favour of AusNet Electricity Services Pty Ltd to service the lots on the plan of subdivision and/or abutting lands as required by AusNet Electricity Services Pty Ltd. The provision of reserves for electricity substations may also be required.

Permit Note:

Prior to undertaking any works on public land or roads, the applicant must obtain a permit from the relevant authority giving *Consent to Work within a Road Reserve*.

Date Issued: 06/01/2015

Delegate of the
Responsible Authority:


Barry Green

THIS AGREEMENT is made on the of July 2018

BETWEEN:

HAILEY NICOLE KNOX
Of Unit 2/20 Templeton Street, Wangaratta VIC 3677

DENZIL BRETT THOMSON AND LEANNE THOMSON
Of 90B Cribbes Road, Wangaratta VIC 3677

FGC Enterprises Pty Ltd ACN 616 512 675 as trustee for FGC Enterprises Trust
Of 93-95 Bakehouse Road, Kensington, VIC 3031

JAMIE SCOTT BELL
Of 138 Wighams Road, East Wangaratta VIC 3678

("the Applicants")

-and-

RURAL CITY OF WANGARATTA
of 62-68 Ovens Street, Wangaratta
("the Council")

RECITALS:

- A. The Applicants are the sole proprietors in fee simple of the land previously contained in Lot 22 PS541711, Township of Wangaratta being the land in Certificate of Title Volume 10999 Folio 460 ("the Land").
- B. The Council is the responsible authority pursuant to the Planning and Environment Act 1987 administering the Wangaratta Planning Scheme as it applies to the Land.
- C. FGC ENTERPRISES PTY LTD was granted a planning permit from the Council in Application 14/134 for a Four (4) Lot Subdivision **SUBJECT TO** (inter alia):
- "16 Prior to the issue of a Statement of Compliance, FGC ENTERPRISES PTY LTD must enter into an Agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987, to be attached to the title of Lots 1, 2, 3 & 4, and confirmation of lodgement of that Agreement, pursuant to Section 181 of the Act must be submitted to the Responsible Authority.

The Agreement must provide the following:

Except with the prior written consent of the responsible authority;

General

- a) No lot shall be developed for any purpose other than a Single Dwelling and associated outbuildings.

- b) Excluding any allowable encroachments (in accordance with Part 4, Reg.409/Table 409 Building Interim regulations 2017), all buildings must be setback no less than 5m from any area of Common Property.

Landscaping

- c) Each lot must provide minimum Garden Areas in accordance with the requirements of Clause 32.08-4 of the Wangaratta Planning Scheme.
 d) Each Lot must provide for a minimum of two established canopy trees.
 e) All landscaping forward of a Dwelling must consist of predominately soft landscaping treatments and contain at least one established canopy tree.
 f) Except with the written consent of the Responsible Authority, all landscaping in areas shown as Common Property on Plan of Subdivision PS808873J must be established and maintained in accordance with the Endorsed Landscaping Plans for Planning Permit PInApp14/134.

IT IS NOW AGREED:

1. That the Applicant, its successors and transferees and the registered proprietor for the time being of the land in Lot 4 PS524668, Township of Wangaratta being the land in Certificate of Title Volume 10855 Folio 251 ("the Land") agree with the Council that:
 Except with the prior written consent of the responsible authority;

General

- a) No lot shall be developed for any purpose other than a Single Dwelling and associated outbuildings.
 b) Excluding any allowable encroachments (in accordance with Part 4, Reg.409/Table 409 Building Interim regulations 2017), all buildings must be setback no less than 5m from any area of Common Property.

Landscaping

- c) Each lot must provide minimum Garden Areas in accordance with the requirements of Clause 32.08-4 of the Wangaratta Planning Scheme.
 d) Each Lot must provide for a minimum of two established canopy trees.
 e) All landscaping forward of a Dwelling must consist of predominately soft landscaping treatments and contain at least one established canopy tree.
 f) Except with the written consent of the Responsible Authority, all landscaping in areas shown as Common Property on Plan of Subdivision PS808873J must be established and maintained in accordance with the Endorsed Landscaping Plans for Planning Permit PInApp14/134.

Executed by HAILEY NICOLE KNOX

in the presence of

Executed by DENZIL BRETT THOMSON

.....
in the presence of

Executed by LEANNE THOMSON

.....
in the presence of

.....
Executed by FGC ENTERPRISES PTY LTD ACN 616 512 675 AS TRUSTEE FOR FGC ENTERPRISES TRUST in accordance with Section 127 of the Corporations Act 2001 by being signed by the persons who are authorised to sign for the company:

.....
THOMAS CLIVE CORAM

Unit 208, 42-44 Harrison Street, Brunswick East VIC 3057
Director

.....
AARON CRAIG SINCLAIR

Unit 5, 7 DREWERY Lane, Melbourne VIC 3001
Director

Executed by JAMIE SCOTT BELL

.....
in the presence of

.....
EXECUTED for and on behalf of the
RURAL CITY OF WANGARATTA

pursuant to the Instrument of Delegation.

.....

Signature of Authorised and Delegated Officer

.....

In the presence of:

Date: / / 2018

Name and Position of Delegated Officer

.....

Planning Property Report

from www.planning.vic.gov.au on 16 June 2017 12:23 PM

Address: 13-15 GARFISH COURT WANGARATTA 3677

Lot and Plan Number: Lot 22 PS541711

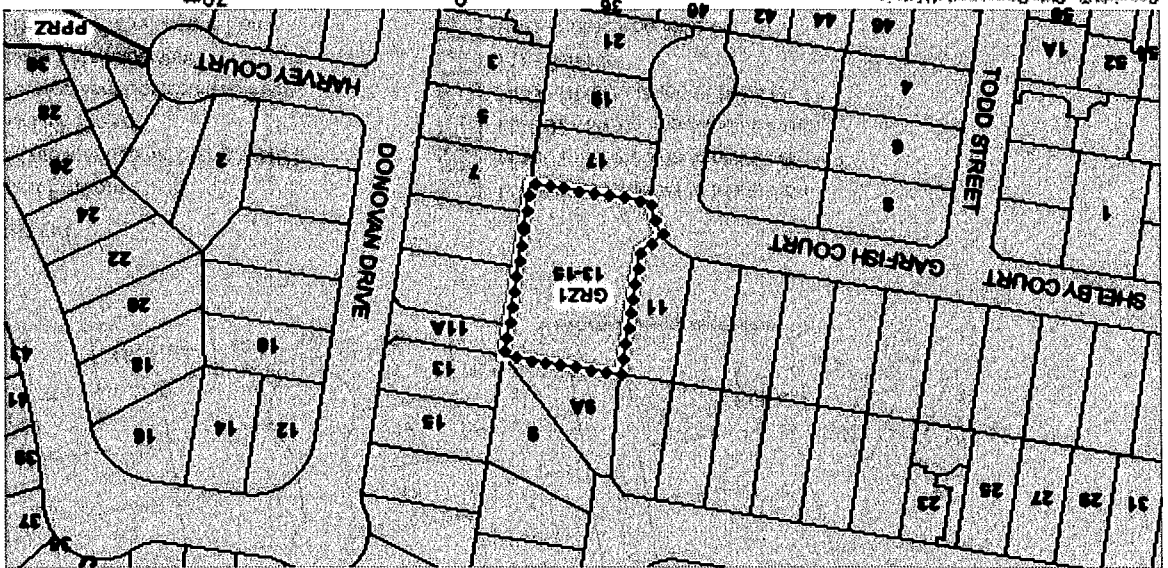
Local Government (Council): WANGARATTA Council Property Number: 15733

Directory Reference: VicRoads 665 S2

Planning Zone

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

SCHEDULE TO THE GENERAL RESIDENTIAL ZONE - SCHEDULE 1



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

Zones Legend

ACZ - Activity Centre	IN1Z - Industrial 1	R1Z - General Residential
B1Z - Commercial 1	IN2Z - Industrial 2	R2Z - General Residential
B2Z - Commercial 1	IN3Z - Industrial 3	R3Z - General Residential
B3Z - Commercial 2	LDZ - Low Density Residential	RAZ - Rural Activity
B4Z - Commercial 2	MUZ - Mixed Use	RCZ - Rural Conservation
B5Z - Commercial 1	NRZ - Neighbourhood Residential	RDZ1 - Road - Category 1
C1Z - Commercial 1	PCRZ - Public Conservation & Resource	RDZ2 - Road - Category 2
C2Z - Commercial 2	PDZ - Priority Development	RGZ - Residential Growth
CA - Commonwealth Land	PPRZ - Public Park & Recreation	RLZ - Rural Living
CCZ - Capital City	PZ1 - Public Use - Service & Utility	RLZ - Rural Living
CDZ - Comprehensive Development	PZ2 - Public Use - Education	SUZ - Special Use
DZ - Dockland	PZ3 - Public Use - Health Community	TZ - Township
ERZ - Environmental Rural	PZ4 - Public Use - Transport	UFZ - Urban Floodway
FZ - Farming	PZ5 - Public Use - Cemetery/Crematorium	UGZ - Urban Growth
GRZ - General Residential	PZ6 - Public Use - Local Government	
GWAZ - Green Wedge A	PZ7 - Public Use - Other Public Use	
GWZ - Green Wedge	PZ - Port	

+++++ Railway
+---+ Tram
--- River, stream
Lake, waterbody



Environment,
Land, Water
and Planning

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Planning Overlay

None affecting this land



Overlays Legend

	AEO - Airport Environs		LSIO - Land Subject to Inundation
	BMO - Bushfire Management (also WMO)		MAEO1 - Melbourne Airport Environs 1
	CLPO - City Link Project		MAEO2 - Melbourne Airport Environs 2
	DCPD - Development Contributions Plan		NCO - Neighbourhood Character
	DDO - Design & Development		PO - Parking
	DDOPT - Design & Development Part		PAD - Public Acquisition
	DPD - Development Plan		RO - Restructure
	EAO - Environmental Audit		RCO - Road Closure
	EMO - Erosion Management		SBO - Special Building
	ESO - Environmental Significance		SLO - Significant Landscape
	FO - Floodway		SMO - Salinity Management
	HO - Heritage		SRO - State Resource
	IPO - Incorporated Plan		VPO - Vegetation Protection
	Railway		Tram
	River, stream		Lake, waterbody

Note: due to overlaps some colours on the maps may not match those in the legend.

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Environment,
Land, Water
and Planning

Further Planning Information

Planning scheme data last updated on 15 June 2017.

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, local, particular and general 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 [Planning Schemes Online](#). This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & 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](#)

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 [Planning Maps Online](#). For other information about planning in Victoria visit [www.planning.vic.gov.au](#)

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Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 16 June 2017 12:23 PM

Address: 13-15 GARFISH COURT WANGARATTA 3677

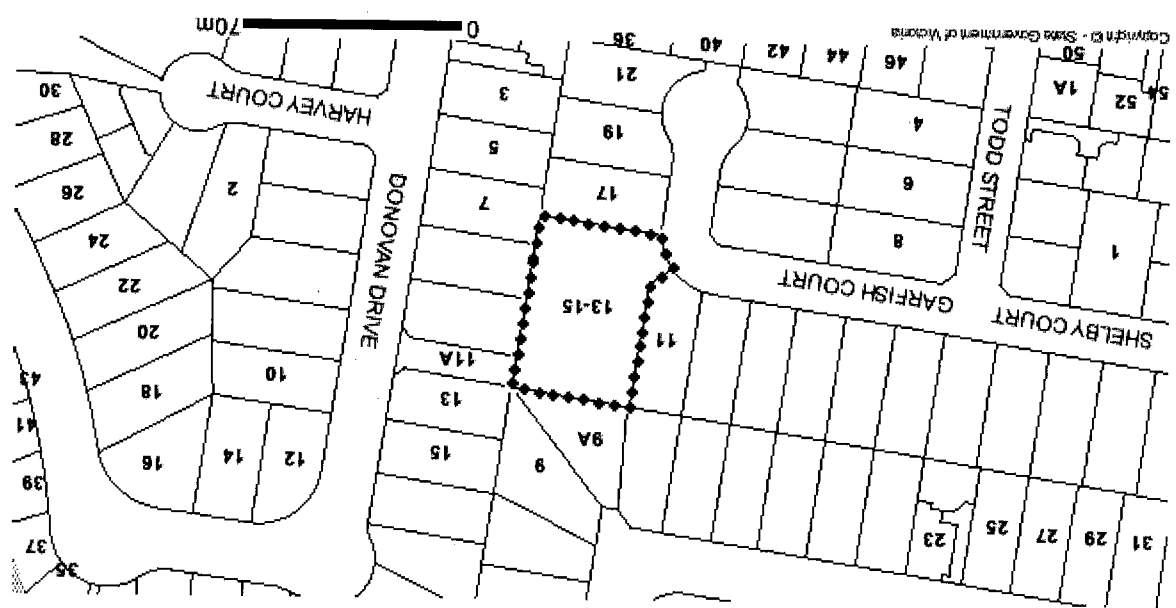
Lot and Plan Number: Lot 22 PS541711

Local Government (Council): WANGARATTA Council Property Number: 15733

Directory Reference: VicRoads 665 S2

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

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

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

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

The Building Interim Regulations 2017 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

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

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit Planning Schemes Online

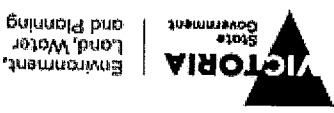
For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

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



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 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.

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.

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.

with the land?

- 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?

Moving to the country?

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

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

DATED

2017

FGC ENTERPRISES PTY LTD ACN 616 512 675 AS TRUSTEE FOR FGC ENTERPRISES TRUST

VENDOR'S STATEMENT

Property: Lot 3/part 13 - 15 Garfish Court, Wangaratta 3677

Webb Legal Pty Ltd
Solicitors
28 Ely Street
Wangaratta VIC 3677
Tel: 03 5721 5500
Fax: 03 5721 3659
Ref: JSM:MLR:170260

September 2014