

CONTRACT OF SALE OF REAL ESTATE

**DIRECTOR OF HOUSING
(‘Vendor’)**

and

(‘Purchaser’)

**9 SCHROETER STREET, WINCHELSEA VIC 3241
(‘Property’)**



LEVEL 6, 505 LITTLE COLLINS STREET
MELBOURNE VIC 3000
PO BOX 254, COLLINS STREET WEST VIC 8007
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Ref: MDM:AXZ:389389

FORM 1
Estate Agents Act 1980

CONTRACT OF SALE OF REAL ESTATE—PARTICULARS OF SALE

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

Property Address: 9 SCHROETER STREET, WINCHELSEA VIC 3241

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 Form 2 of the Estate Agents (Contracts) Regulations 2008; and
- Vendor's Statement;

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of the terms of this Contract.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 Sale of Land Act 1962

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

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

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

EXCEPTIONS

The 3-day cooling-off period does not apply if—

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

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 an 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 PURCHASERon / /20

print name of person signing

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

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

SIGNED BY THE VENDORon / /20

print name of person signing

state nature of authority if applicable (e.g. "director", "attorney under power of attorney") An officer of the Director of Housing authorised to sign on its behalf

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Vanders Real Estate Geelong
of 152A High Street, Belmont VIC 3216

Tel: 03 5243 2299 Fax: 03 5241 1289 Ref: Rod Van Der Chys Email: rod@vandersre.com.au

VENDOR

Director of Housing
of 50 Lonsdale Street, Melbourne, Vic, 3000

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Moray & Agnew Lawyers
of Level 6, 505 Little Collins Street, Melbourne, Vic, 3000
DX 339 Melbourne

Tel: 03 9600 0877 Fax: 03 9600 0894 Ref:MDM:AXZ:389389 Email: DHHSGroup@moray.com.au

PURCHASER

of

Tel: Fax: Ref: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 3 and 9)

The land is described in the table below:

Certificate of Title reference	being lot	on plan
Volume 11108 Folio 394	4	LP 028267

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

9 SCHROETER STREET, WINCHELSEA VIC 3241

GOODS SOLD WITH THE LAND

(general condition 2.3(f))

As inspected

PAYMENT (general condition 11)

Price \$

Deposit \$ Being 10% of the Purchase Price,
payable on signing of the Contract of
Sale

Balance \$ payable at settlement

GST (general condition 13)

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

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

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

Not applicable

Not applicable

Not applicable

SETTLEMENT (general condition 10)

Is due 60 days after the Day of Sale being/...../201.... or earlier by mutual agreement

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:

Not applicable

Not applicable

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.

Not applicable

Special conditions

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

If the Contract is subject to 'special conditions' then particulars of the special conditions are:

Special Conditions

LOAN (general condition 14) Not applicable

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

~~Lender:~~

~~Loan amount: \$~~

~~Approval date: days after the Day of Sale~~

CONTRACT OF SALE OF REAL ESTATE

GENERAL CONDITIONS

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

Title

1. ENCUMBRANCES

1.1 The Purchaser buys the property subject to:

- (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

1.2 The Purchaser indemnifies the Vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a Vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

2.1 The Vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of Contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.

2.2 The warranties in general conditions 2.3 and 2.4 replace the Purchaser's right to make requisitions and inquiries.

2.3 The Vendor warrants that the Vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the Purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The Vendor further warrants that the Vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this Contract and disclosures in the section 32 statement required to be given by the Vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this Contract, the Vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the Contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The Purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the Vendor to amend title or pay any cost of amending title.

4. SERVICES

- 4.1 The Vendor does not represent that the services are adequate for the Purchaser's proposed use of the property and the Vendor advises the Purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the Vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The Purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

The Vendor must obtain any necessary consent or licence required for the sale. The Contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.

- 7.2 For the purposes of enabling the Purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the Purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the Purchaser may request the Vendor to provide the Vendor's date of birth to the Purchaser. The Vendor must comply with a request made by the Purchaser under this condition if the Purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the Purchaser is given the details of the Vendor's date of birth under condition 7.2, the Purchaser must -
- (a) only use the Vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the Vendor secure and confidential.
- 7.4 The Vendor must ensure that at or before settlement, the Purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the Contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
 - i. the Purchaser intends to use predominantly for personal, domestic or household purposes; and
 - ii. has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the Vendor's business of selling personal property of that kind.
- 7.6 The Vendor is obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the Purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the Purchaser to take title to the goods free of that security interest.
- 7.9 If the Purchaser receives a release under general condition 7.4(a), the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring 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 Properties Securities Register, which the Purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The Vendor may delay settlement until 21 days after the Purchaser advises the Vendor of the security interests that the Purchaser reasonably requires to be released if the Purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the Purchaser must pay the Vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the Vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the Vendor as a result of the delay—as though the Purchaser was in default.
- 7.14 The Vendor is not required to ensure that the Purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

Money

10. SETTLEMENT

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

10.2 The Vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10:00a.m. and 4:00p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The Purchaser must pay the deposit:

- (a) to the Vendor's licensed estate agent; or
- (b) if there is no estate agent, to the Vendor's legal practitioner or conveyancer; or
- (c) if the Vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the Vendor in the joint names of the Purchaser and the Vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the Vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the Purchaser until the registration of the plan of subdivision.

11.3 The Purchaser must pay all money other than the deposit:

- (a) to the Vendor, or the Vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the Vendor or the Vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 At settlement, the Purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the Vendor request that any additional cheques be drawn on an authorised deposit-taking institution, the Vendor must reimburse the Purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the Vendor if:

- (a) the Vendor provides particulars, to the satisfaction of the Purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the Purchaser under paragraph (a); and
 - (c) all conditions of section 27 the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the Contract is settled, or the Contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13. GST**
- 13.1 The Purchaser does not have to pay the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the Purchaser must pay to the Vendor any GST payable by the Vendor:
- (a) solely as a result of any action taken or intended to be taken by the Purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this Contract is of land on which a farming business is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this Contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The Purchaser must pay to the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the Purchaser is liable to pay GST, the Purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this Contract is of land on which a farming business is carried on:
- (a) the Vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the Purchaser warrants that the Purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this Contract is a 'going concern':
- (a) the parties agree that this Contract is for the supply of a going concern; and
 - (b) the Purchaser warrants that the Purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the Vendor warrants that the Vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this Contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this Contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
- (b) 'GST' includes penalties and interest.

14. LOAN

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

14.2 The Purchaser may end the Contract if the loan is not approved by the approval date, but only if the Purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the Contract on the Vendor within 2 clear business days after the approval date or any later date allowed by the Vendor; and
- (d) is not in default under any other condition of this Contract when the notice is given.

14.3 All money must be immediately refunded to the Purchaser if the Contract is ended.

15. ADJUSTMENTS

15.1 All periodic outgoings payable by the Vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the Vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the Vendor is owner (as defined in the Land Tax Act 2005); and
- (c) the Vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this Contract.

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

17. SERVICE

17.1 Any document sent by:

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

- (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.

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

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

17.3 This general condition applies to 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 default by a proprietary limited company Purchaser.

20. GUARANTEE

The Vendor may require one or more directors of the Purchaser to guarantee the Purchaser's performance of this Contract if the Purchaser is a proprietary limited company.

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

- (a) the Purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the Vendor;

- (b) the Purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the Vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the Purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the Vendor may pay any renewal premiums or take out the insurance if the Purchaser fails to meet these obligations;
- (e) insurance costs paid by the Vendor under paragraph 23.2(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 24.4 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 service 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.

SPECIAL CONDITIONS

1. DEFINITIONS & INTERPRETATION

1.1 DEFINITIONS

The following words have these meaning in this Contract unless the contrary intention appears or the context otherwise requires:

- (a) **"Act"** means the **Sale of Land Act 1962** (as amended);
- (b) **"Business Day"** means a day on which trading banks are open for business in the City of Melbourne but excluding Saturday and Sunday;
- (c) **"Claim(s)"** means any claim, action, proceeding, judgment, damage, penalty, loss, cost, expense or liability however incurred or suffered or brought or made or recovered against any person however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or buyers or inability to use the Property;
- (d) **"Contract"** means this Contract of Sale of Real Estate and includes the annexures and schedules to this Contract;
- (e) **"Dangerous Substance"** means any asbestos, or any chemical, toxic, corrosive, flammable, explosive, infectious, carcinogenic or otherwise dangerous substance;
- (f) **"Deposit"** means the amount described as the Deposit in the Particulars of Sale;
- (g) **"Guarantee"** means the deed of guarantee and indemnity attached as Annexure A to this Contract;
- (h) **"Land"** means the land described in the Particulars of Sale as the land sold;
- (i) **"Lot"** means the lot number specified in the Particulars of Sale;
- (j) **"Property"** means the Land, improvements and chattels sold as described or referred to in the Particulars of Sale;
- (k) **"Purchase Price"** means the amount described as the Purchase Price in the Particulars of Sale;
- (l) **"Residue"** means the amount described as the Balance in the Particulars of Sale.
- (m) **"Service"** means water, sewerage, drainage, gas and electricity, telephone or other installations, services and utilities;
- (n) **"Settlement Date"** means the day on which the payment of the residue is due according to the Particulars of Sale;
- (o) **"Vendor's Lawyer"** mean the person described as the Vendor's Legal Practitioner in the Particulars of Sale; and
- (p) **"Vendor's Statement"** means the statement made by the Vendor under Section 32 of the Act.

1.2 INTERPRETATION

In this Contract unless the contrary intention appears or the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;

- (c) the words includes and including are not words of limitation.
- (d) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
- (e) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (f) a reference to a person includes an owners corporation, a firm, a natural person, an unincorporated association, and an Authority;
- (g) a reference to a person includes a reference to the person's legal personal representatives, successors, and permitted substitutes and assigns;
- (h) a reference to a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Contract; and
- (i) a reference to a thing (including an amount) is a reference to the whole and each part of it.

2. VENDOR'S STATEMENT

The Purchaser acknowledges that, prior to signing this Contract or any agreement or document in respect of this sale which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has received a Vendor's Statement in compliance with section 32 of the Act duly signed by the Vendor.

3. GENERAL CONDITIONS

3.1 The following general conditions are amended:

- (a) General Condition 3 is amended by inserting a further General Condition 3.3 as follows: *'The Purchaser admits that the Property as offered for sale and inspected by the Purchaser is identical with that described in the Particulars of Sale.'*; and
- (b) General Condition 25 is amended by adding the following paragraph: *'Without limiting this General Condition 25, the Purchaser must pay to the Vendor on demand any costs and expenses of any nature or description whether they were foreseeable or not, which are or may be incurred by the Vendor directly or indirectly as a result of the Purchaser's breach of this Contract including, without limiting the generality of this general condition, interest on any mortgages, bank fees, loss of discounts on bills or borrowings, legal costs, extra removal, storage or moving costs, additional land tax, loss of income or earnings and accommodation costs.'*

3.2 The following general conditions are deleted and replaced:

- (a) General Condition 6 is deleted and replaced with Special Condition 28;
- (b) General Condition 11.4 and 11.5 are deleted and replaced with Special Condition 29;
- (c) General Condition 18 is deleted and replaced with Special Condition 26;

- (d) General Condition 20 is deleted and replaced with Special Condition 31;
- (e) General Condition 21 is deleted and replaced with Special Condition 23;
- (f) General Condition 22 is deleted and replaced with Special Condition 30; and
- (g) General Condition 24 is deleted and replaced with Special Conditions 19 and 22.

3.3 General Conditions 8 and 11.6 do not apply to this Contract.

4. HEADINGS

Headings and Special Condition headings are for guidance only and do not form part of the context of this Contract.

5. VARIATIONS

A variation of any term of this Contract is not effective unless it is in writing and signed by the parties.

6. APPLICATION OF LAW TO INCONSISTENT PROVISIONS

The rights, duties and remedies granted or imposed under the provisions of this Contract operate to the extent not excluded by law.

7. JOINT AND SEVERAL LIABILITY

When more than one person and/or corporation constitutes the Purchaser the word "Purchaser" wherever occurring in this Contract or in any conditions implied or incorporated by reference will read as "Purchasers" and the covenants, agreements and obligations on their part to be observed and performed will be deemed to be covenants agreements and obligations of them jointly and each of them severally.

8. CURRENCY

All payments to be made to the Vendor under this Contract must be made in Australian currency to the Vendor or to such other party as the Vendor may from time to time direct.

9. APPLICABLE LAW

This Contract must be construed and take effect in accordance with the rights and the obligations of the parties and will be governed by the laws of the State of Victoria. Each of the parties hereby irrevocably submits to the jurisdiction of the Courts of the State of Victoria and to all Courts to which appear may lie and each party agrees that any writ or summons or other process will be served in Australia at the party's address for service from time to time under this Contract.

10. STATUTORY POWERS

- 10.1 The powers of the Vendor under this Contract are in addition to the powers of the Vendor has under applicable law.
- 10.2 To the extent not prohibited by law, before enforcing this Contract, or exercising any right, power, authority, discretion or remedy, the Vendor is not required to give any notice or allow the expiration of any time to any person.

11. NO WAIVER

No waiver by one party of a breach by the other party of any covenant, obligation or provision of this Contract contained or implied will operate as a waiver of another or continuing breach by the other party of the same or of any other covenant, obligation or provision of this Contract contained or implied.

12. PARTIES TO GIVE FULL EFFECT TO CONTRACT

Each party must and must procure its servants and agents to sign, execute and deliver all documents instructions and writing and must do and must procure to be done all other acts, matters and things as may be necessary or desirable to give full effect to this Contract.

13. ONGOING APPLICATION

As to any provision of this Contract remaining to be performed or capable of having effect after the Settlement Date this Contract will remain in full force and effect.

14. SEVERANCE

If any part of this Contract becomes void or unenforceable or is illegal then that part shall be severed from this Contract to the intent that all parts which are not void, unenforceable or illegal shall remain in full force and effect and be unaffected by the severance.

15. PAYMENT OF DEPOSIT

- 15.1 If the Deposit is paid in whole or in part by a cheque and the cheque is not paid on presentation, the Purchaser shall immediately and without notice be in default under this Contract.
- 15.2 All Deposit monies paid hereunder shall be held and applied in accordance with the provisions of the Act.

16. VENDOR'S STATEMENT

The Purchaser acknowledges that, prior to signing this Contract or any agreement or document in respect of this sale which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has received a Vendor's Statement in compliance with section 32 of the Act duly signed by the Vendor.

17. PLANNING SCHEMES & REGULATIONS

The Property is subject to any restriction as to use imposed by law or by any authority with power under any legislation to control the use of the Land. Any such restriction shall not constitute a defect in title or effect the validity of this Contract and the Purchaser shall not

make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect of any such restriction.

18. PROPERTY SOLD 'AS IS'

18.1 The Purchaser acknowledges and agrees that it purchases the Property together with any improvements on an 'as is' and 'where is' basis and therefore:

- (a) as a result of the independent exercise of the Purchaser's own skill and judgment after due inspection and investigation;
- (b) in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;
- (c) in the knowledge that the Property may contain fill; and
- (d) subject to any obligations that the Purchaser is to assume under the Vendor's Statement,

and that no representation or warranty has been made or given by the Vendor or by any person acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

- (e) the marketability, quality or fitness for any purpose of the Property or the improvements;
- (f) freedom of the Property from defects, infestations, contaminations or dilapidation;
- (g) the use to which the Property or improvements can lawfully be put;
- (h) whether development of any description may be carried out on the Property; or
- (i) whether the improvements on the Property have been built or placed there in accordance with each approval required by law for the building or placement of those improvements.

18.2 Without limiting the generality of Special Condition 18.1, the Purchaser acknowledges and agrees that the Property is sold, and the Purchaser will take title to the Property subject to, all existing Services (if any). In particular, the Purchaser will not make any requisition, objection, demand or claim for compensation, or rescind or terminate this Contract, in respect of any of the following:

- (a) the nature, location, availability of any Services;
- (b) if any Service is a joint service with any other land or building;
- (c) if any Service for any other property or building or any parts or connections for that Service pass through the Property;
- (d) if any sewer or water main or connection passes through, in or over the Property ;
- (e) if there is a manhole or vent on the Property; or
- (f) if the Property is subject to or has the benefit of any rights or easements in respect of the Service.

- 18.3 Without limiting this Special Condition 18, all warranties and conditions which would otherwise be implied in this Contract are excluded to the maximum extent permitted by law.

19. PROPERTY AT PURCHASER'S RISK

- 19.1 The Property, is sold as is, and will be at the Purchaser's risk from the Day of Sale.
- 19.2 The Vendor is not responsible for any deterioration in the Property from the Day of Sale.
- 19.3 The Purchaser acknowledges that the Vendor will not undertake any maintenance of the Property between the Day of Sale and Settlement and the Purchaser must not make any requisition, objection, demand, claim for compensation, or rescind or terminate this Contract or delay Settlement in respect of this.
- 19.4 The Purchaser acknowledges that the Property has not been insured by the Vendor, and the Purchaser is and will from the Day of Sale be solely responsible for any damage or loss suffered by or that may occur to the Property for any reason whatsoever.
- 19.5 The Purchaser agrees to insure, at his or her cost, the Property immediately upon execution of this Contract and to keep the Property insured until at least the Settlement.
- 19.6 The Purchaser will under no circumstances be entitled to delay Settlement or to seek any deduction of the Price or to retain any monies as a consequence of any damage or loss caused to the Property after the Day of Sale.

20. CONTAMINATION AND DANGEROUS SUBSTANCES

- 20.1 Without limiting the generality of Special Condition 18, the Purchaser will not make any requisitions in respect of, object to, claim any compensation for, or rescind or terminate this Contract due to:
- (a) any contamination or pollution of the Property or the existence of any Dangerous Substance on the Property; or
 - (b) the existence of fill on the Property.
- 20.2 At the Purchaser's own expense, the Purchaser will comply with the requirements of each competent authority for the abatement of any pollution, the clean-up or environmental audit (or any combination of these) of the Property, and will indemnify the Vendor at all times against the cost of doing so. Special Condition 23 is deemed to include each notice or order given or made by a competent authority in relation to matters referred to in this Special Condition 20 except to the extent that this Contract expressly requires the Purchaser to assume responsibility for any notice or order made or given before the Day of Sale.

21. IMPROVEMENTS

The Vendor does not warrant that the improvements purporting to be on the Property are wholly on the Property or that improvements of adjoining owners do not encroach on the

Property. The sale is subject to each encroachment (if any) which exists and the Purchaser is not entitled to make any requisition, objection or demand, or claim any compensation in relation to it or rescind or terminate the Contract due to any such encroachment. The Purchaser may conduct an identification survey of the Property at the Purchaser's own expense.

22. GOODS

- 22.1 The Purchaser acknowledges that the only goods sold with the Property or which are included with the Property are those listed in the Particulars of Sale.
- 22.2 The Goods are sold 'as is' and no warranty promise or representation is made as to the quality of condition of such Goods.
- 22.3 The Vendor is under no obligation to remove any goods from the Property or to reimburse the Purchaser for or pay for the cost of removal of any goods from the Property notwithstanding that they are not listed in the Particulars of Sale.

23. 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.

24. PURCHASERS WARRANTIES

- 24.1 The Purchaser warrants to the Vendor that it is empowered to enter this Contract and can do so without consent from any other person or has already obtained that consent.
- 24.2 Subject to Special Condition 24.3, the Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the Purchaser to obtain consent to enter this Contract.
- 24.3 If the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) require the Purchaser to obtain consent to enter this Contract then the Purchaser must have obtained approval from the Foreign Investment Review Board ('FIRB') prior to the Day of Sale.
- 24.4 If there is a breach of the warranty contained in Special Conditions 24.1 and 24.2 (as the case may be and whether intentional or not) the Purchaser must indemnify and compensate the Vendor for any loss, damage or cost which the Vendor incurs as a result of the breach.
- 24.5 This Special Condition 24 will not merge on Settlement of this Contract.

25. VENDOR'S WARRANTIES

The warranties made by the Vendor in general conditions 2.3 and 2.4 end at Settlement.

26. NOMINATION

- 26.1 If this Contract says that the Property is sold to a named Purchaser '*and/or nominee*' (or similar words), the named Purchaser may, at least 14 days before the Settlement Date, nominate a substitute or additional Purchaser (nominee), but the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract and must, if requested to do so by the Vendor, execute guarantees and/or provide or have the nominee provide information and evidence required by the Vendor.
- 26.2 The Purchaser and any substitute or additional Purchaser must fully and truthfully disclose the details of the nomination of the nominee to the State Revenue Office or other relevant government agency.
- 26.3 The Purchaser and any nominee must indemnify hold harmless and keep indemnified the Vendor against any loss, claim, damages, penalty, fine or costs that the Vendor, or the Vendor's representatives pay, suffer, incur or are liable for as a result of any breach of this Special Condition.

27. GOODS AND SERVICES TAX

The supply of the Property under this Contract of Sale (but not the supply of any chattels or any other supply) is not a taxable supply as it is 'non-new residential property'.

28. STAMP DUTY

- 28.1 The Purchaser acknowledges that it is solely responsible for all duty that may be assessed under this Contract or the transaction affected by this Contract and any nomination which the Purchaser may choose to make.
- 28.2 Multiple Purchasers
- (a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Property ('**the Proportions**').
 - (b) If the Proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the difference.
 - (c) The Purchaser shall fully indemnify the Vendor, the Vendor's agent and the Vendor's Lawyer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer differing from those in the Contract.

28.3 This Special Condition will not merge on the Settlement.

29. DELIVERY OF TRANSFER

29.1 The transfer shall be delivered to the Vendor's Lawyer not less than fourteen (14) days prior to the Settlement Date. If the instrument of transfer is not delivered by then:

- (a) the Vendor may elect to delay settlement until the expiration of up to fourteen (14) days from the date on which the instrument of transfer is received by the Vendor's Lawyer; and
- (b) without limiting any other provision of this Contract, the Purchaser will pay interest on the Residue at the default rate prescribed by General Condition 26 from the Settlement Date until the expiration of up to fourteen (14) days from the date on which the instrument of transfer is received by the Vendor's Lawyer in paragraph (a) of this Special Condition.

29.2 The transfer must include the following sealing clause for the Vendor:

'Signed for and on behalf of the Director of Housing by an officer of the Department of Health and Human Services to whom the Director of Housing has delegated the appropriate power:

Signature

Name

Position

30. CHEQUE REQUIREMENTS

30.1 At settlement, payments may be made or tendered:

- (a) by a bank cheque or bank cheques drawn on a bank registered under the *Banking Act 1959* (Cth) and being a bank acceptable to the Vendor; or
- (b) if the parties agree, by electronically transferring the payment in the form of cleared funds.

31. INSPECTION

The Purchaser or the Purchaser's authorised representative may inspect the Property at any reasonable time during the 7 days preceding the Settlement Date, by giving the Vendor's estate agent at least 48 hours prior written notice.

32. GUARANTEE AND INDEMNITY

32.1 If the Purchaser is or includes a corporation not listed on the Australian Stock Exchange, the Purchaser must deliver to the Vendor a Guarantee and Indemnity attached in Annexure A of this Contract on the Day of Sale, duly completed and executed by each director of the Purchaser.

32.2 If the Purchaser is unable to procure that execution by the Day of Sale, then the Purchaser must procure execution of the Guarantee within 7 days of the Day of Sale. The Purchaser's breach of this Special Condition 16 will be a fundamental breach of this Contract.

33. PARTIES' RIGHT

33.1 Neither the Purchaser's obligations nor the rights, powers or remedies of the Vendor under this Contract shall be affected:

- (a) by any time, indulgence or forbearance granted or extended by the Vendor; or
- (b) by any acceptance of money by the Vendor otherwise than in accordance with this Contract.

34. NO MERGER

The provisions of this Contract capable of having effect after the Settlement Date do not merge on the transfer of the Property and continue to have full effect.

35. CONFLICTING OR INVALID CONDITIONS

35.1 In the case of a conflict between these Special Conditions and the General Conditions, the order of priority is:

- (a) these Special Conditions; then
- (b) the General Conditions.

35.2 The terms of this Contract prevail over the terms in any earlier Contract.

35.3 The Purchaser acknowledges and agrees that if any of the provisions of this Contract are judged invalid, unlawful or unenforceable for any reason by a court of competent jurisdiction, the invalidity or unenforceability (unless deletion would substantially alter the express or implied intention of the parties) will not affect the operation or interpretation of any other provision of this Contract to be observed and performed by the Purchaser.

36. WHOLE AGREEMENT- NO REPRESENTATIONS

36.1 The Purchaser agrees that this Contract and the Vendor's Statement (as included in this Contract) contain the complete and only agreement between the Vendor, the Vendor's agents and the Purchaser.

36.2 The Purchaser acknowledges that the agents referred to in this Contract have acted as agents for the Vendor and that, except for any disclosure by the Vendor or their agents to the Purchaser in accordance with the provisions of the Sale of Land Act 1962 (Vic), the Vendor and its agents have not given any information, representation or warranty with the intention or knowledge that it would be relied upon, and no such information, representation or warranty has in fact been relied upon.

37. DIGITAL DUTIES FORM AND SRO SETTLEMENT STATEMENT

37.1 Definitions

In this Special Condition 37:

Amended DDF means a DDF which has been amended by either the Purchaser or Vendor at the request of the other party;

DDF means any digital form issued and/or used by the State Revenue Office of Victoria for the purpose of assessing the duty payable on the transfer of property;

Electronic Settlement means settlement of a conveyance transaction by the use of an Electronic Lodgement Network within the meaning of the ECNL operated by an ELNO;

ECNL means the Electronic Conveyancing National Law Victoria;

ELNO means the Electronic Lodgement Network Operator within the meaning of the ECNL;

Purchaser's DDF means the parts of the DDF which are required to be completed by or on behalf of the Purchaser;

SRO Settlement Statement means a digital document which is issued by the State Revenue Office of Victoria that is issued following the successful lodgement of a DDF; and

Vendor's DDF means the parts of the DDF which are required to be completed by or on behalf of the Vendor.

37.2 Vendor's obligations

The Vendor must or, alternatively the Vendor must instruct the Vendor's Legal Practitioner, to:

- (a) complete or to complete the Vendor's DDF;
- (b) send to the Purchaser's Legal Practitioner or, if the Purchaser has not appointed one, the Purchaser, the completed Vendor's DDF at least 3 Business Days prior to the Settlement Date; and
- (c) if the Purchaser has complied with Special Condition 37.3(a), sign or approve the DDF prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

37.3 Purchaser's obligations

The Purchaser must or, alternatively the Purchaser must promptly instruct the Purchaser's Legal Practitioner, to:

complete the Purchaser's DDF at least 2 Business Days prior to the Settlement Date; and

sign or approve the DDF at least 2 Business Days prior to the Settlement Date, unless there is manifest error in which case they must promptly notify the Vendor of the error and request the Vendor amend it;

make any changes to the DDF requested by the Vendor or the Vendor's Legal Practitioner and sign or approve an Amended DDF within 1 Business Day of being requested to do so; and
prior to the Settlement Date;

generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and

deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract.

37.4 No Objection

The Purchaser may not make any requisition or objection, rescind or terminate this Contract, claim compensation or delay completion if the Vendor or the Vendor's Legal Practitioner has requested an amendment to the DDF at any time prior to Settlement.

37.5 Settlement and electronic conveyancing

(a) If settlement is not by way of Electronic Settlement:

i. settlement is not conditional upon:

- (A) the Purchaser signing or approving a DDF; or
- (B) the production of an SRO Settlement Statement; and

ii. the Purchaser may not Object if:

- (C) the DDF is not completed prior to Settlement or at all; or
- (D) an SRO Settlement Statement is not generated or is not able to be generated prior to Settlement.

(b) If settlement is by way of Electronic Settlement the Purchaser acknowledges and agrees that:

iii. Special Condition 37.3 is a fundamental term of this Contract; and

iv. unless and until the Purchaser complies with Special Condition 37.3, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

37.6 General Condition 10.1

The Purchaser acknowledges and agrees that the SRO Settlement Statement and DDF, with the exception of Vendor's DDF, are not title documents for the purposes of General Condition 10.1(b)(i).

38. AUCTION CONDITIONS

- 38.1 The Property is offered for sale by public auction subject to the Vendor's reserve price. The rules for the conduct of the auction will be as set out in Schedules to the Sale of Land (Public Auctions) Regulations 2014 (Vic) (Regulations) or any rules prescribed by the Regulations which modify or replace those Schedules.
- 38.2 The Purchaser acknowledges and confirms that the auction of the Property was conducted in accordance with the Regulations.

ANNEXURE A

GUARANTEE AND INDEMNITY

In consideration of the Vendor named and described in this Contract with the Purchaser named and described in this Contract, the parties described as Guarantor in this Guarantee and Indemnity hereto ('**Guarantor**') agree to guarantee and indemnify the Vendor as follows:

1. The Guarantor will pay to the Vendor all moneys payable pursuant to this Contract which are not paid by the Purchaser as prescribed by this Contract upon demand by the Vendor, irrespective of whether demand has been made by the Vendor on the Purchaser or not;
2. The Guarantor will perform or observe any terms or conditions of this Contract to be performed or observed by the Purchaser;
3. The Guarantor acknowledges that it has been given a copy of the Contract and has had full opportunity to consider its terms and conditions before entering into this Guarantee and Indemnity;
4. The Guarantor will indemnify the Vendor against any loss, liability, fine, claim or damage which the Vendor may incur by reason of any default on the part of the Purchaser;
5. The Guarantor must not claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser until the Vendor has received all money payable to it by the Purchaser and the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor;
6. Any demand or notice under this Guarantee and Indemnity may be served by the Vendor or its solicitor on its behalf by prepaid post to the address of the Guarantor set out herein. Such demand or notice will be deemed to be received on the next Business Day after posting;
7. This Guarantee and Indemnity shall continue until being released by the Vendor, it shall not be discharged or affected by any settlement of accounts;
8. If the parties described as Guarantor in this Guarantee and Indemnity consist of more than 1 person, this Guarantee and Indemnity bind each of them separately and severally;
9. The Guarantor's obligations under this Guarantee and Indemnity are in addition and separate from the Purchaser's obligations to the Vendor under this Contract;

ANNEXURE B

SALE OF REAL ESTATE NOMINATION FORM

Relating to a Contract between:-

VENDOR: **DIRECTOR OF HOUSING**

PURCHASER:

PROPERTY: **9 SCHROETER STREET, WINCHELSEA VIC 3241**

NOMINEE:

As the property is expressed as sold to the Purchaser "and/or Nominee" (or words of like effect) then pursuant to the conditions of the Contract the Purchaser nominates the Nominee as substitute purchaser/s to take a transfer or conveyance in lieu of the Purchaser.

The Purchaser and the Nominee acknowledge that they will henceforth be jointly and severally liable for the due performance of the obligations of the Purchaser under the contract and payment of any expenses resulting from this nomination (including any Stamp Duty).

DATED the day of 20

Signature/s of the Purchaser (or Director/s)

.....

Signature/s of the Nominee (or Director/s)

.....

Vendor's Statement to the Purchaser

PROPERTY: 9 SCHROETER STREET, WINCHELSEA VIC 3241



Level 6, 505 Little Collins Street, Melbourne, Vic, 3000
PO Box 254 Collins Street West, Vic, 8007
DX 339 Melbourne Vic
Ph. +61 3 9600 0877 Fax. +61 3 9600 0894
Ref: (MDM:AXZ:389389)

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)**

VENDOR:	DIRECTOR OF HOUSING
PROPERTY:	9 SCHROETER STREET, WINCHELSEA VIC 3241

1. FINANCIAL MATTERS

1.1 Rates, Taxes, Charges or Other Similar Outgoings

Information concerning any rates, taxes, charges or similar outgoings and any interest payable on any part of them are:

As contained in the attached certificates

1.2 Charges

The particulars of any Charge (whether registered or not) over the land imposed by or under an Act, including the amount owing under the charge are:

As contained in the attached certificate

1.3 Mortgage

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of the rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*:

Not applicable

1.4 Terms Contract

Where the land is to be sold pursuant to a terms contracts which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*:

Not applicable

2. INSURANCE

2.1 Damage and Destruction

Where the Contract does not provide for the Property to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the Property are as follows:

Not applicable

2.2 Owner-Builder

Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act* 1993 applies, particulars of the required insurance are:

Not applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) Information concerning any easement, covenant or similar restriction affecting the Property (whether registered or unregistered) are set out in the attached copies of documents concerning the Property and as follows:

- (i) easements that are implied under section 12(2) of the *Subdivision Act* 1988;
- (ii) restrictions imposed by the *Owners Corporation Act* 2006 (Vic) and the *Owners Corporations Regulations* 2007 (Vic);
- (iii) any public rights of way and any private easement arising by use of the Property other than the Vendor. These may be evident from an inspection or observation from the Property;

(b) Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:

None to the best of the Vendor's knowledge other than contained in the attached certificates and statements. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the certificate of title.

3.2 Designated Bushfire Prone Area

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

3.3 Road Access

There is access to the Property by road.

3.4 **Planning Scheme**

The Property is affected by a planning instrument as follows and as set out in the attached certificate:

- (a) the planning scheme is SURF COAST PLANNING SCHEME;
- (b) the responsible authority is SURF COAST SHIRE COUNCIL; and
- (c) the Property is zoned GENERAL RESIDENTIAL ZONE – SCHEDULE 1.

4. **NOTICES**

The Vendor has no means of knowing the particulars of all decisions, notices, orders, declarations, reports, recommendations or approved proposals of public authorities or government departments affecting the Property unless they have been communicated to the Vendor at its current address and the Purchaser should make its own enquiries from the Municipal Council or any other public authority or government department considered appropriate by the Purchaser other than stated below.

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 Property being a notice, order, declaration, report, recommendation or approved proposal of which the Vendor might reasonably be expected to have knowledge:

None to the best of the Vendor's knowledge other than contained in the attached certificates and statements.

4.2 **Agricultural Chemicals**

Particulars of any notice, property management plans, reports or orders in respect of the Property issued by a government department or public authority in relation to livestock, diseases or contamination by agricultural chemicals affecting the ongoing use of the Property for agricultural purposes:

None to the best of the Vendor's knowledge other than contained in the attached certificates and statements.

4.3 **Compulsory Acquisition**

Particulars of any notice of intention to acquire served under section 6 of the *Land Acquisitions and Compensation Act 1986*:

None to the best of the Vendor's knowledge other than contained in the attached certificates and statements.

5. BUILDING PERMITS

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

As contained in the attached certificates

6. OWNERS CORPORATION

- 6.1 The current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporation Act* 2006:

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporation Act* 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

8. SERVICES

- 8.1 The following 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 the following document/s concerning Title:

- (a) the Register Search Statement/s for Certificate of Title Volume 11108 Folio 394 and the document, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location; and
- (b) Plan No LP 028267.

10. 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).

- 10.1 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
- (a) which has a lettable area of at least 2,000m² (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

11. 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 the purchaser 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 thereto, this vendor statement, but the checklist may be attached as a matter of convenience.

VENDOR EXECUTION SCHEDULE

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

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

DATE OF THIS STATEMENT:

/ /


VENDOR NAME/S:	DIRECTOR OF HOUSING
----------------	---------------------

VENDOR SIGNATURE/S	
--------------------	---

DATE OF THIS ACKNOWLEDGEMENT:

/ /

PURCHASER NAME/S:	
-------------------	--

PURCHASER SIGNATURE/S	 
-----------------------	--



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

Page 1 of 1

VOLUME 11108 FOLIO 394

Security no : 124068185472K
Produced 18/09/2017 10:55 am

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 028267.
PARENT TITLE Volume 08039 Folio 254
Created by instrument AG233521W 05/12/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DIRECTOR OF HOUSING of 50 LONSDALE STREET MELBOURNE VIC 3000
AN559185G 14/02/2017

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP028267 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: 9 SCHROETER STREET WINCHELSEA VIC 3241

ADMINISTRATIVE NOTICES

NIL

eCT Control 17786K DIRECTOR OF HOUSING
Effective from 14/02/2017

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Victoria.

Document Type	plan
Document Identification	LP028267
Number of Pages (excluding this cover sheet)	1
Document Assembled	18/09/2017 10:58

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LP 28267

28267

PLAN OF SUBDIVISION

PART OF CROWN ALLOTMENTS 26 & 27

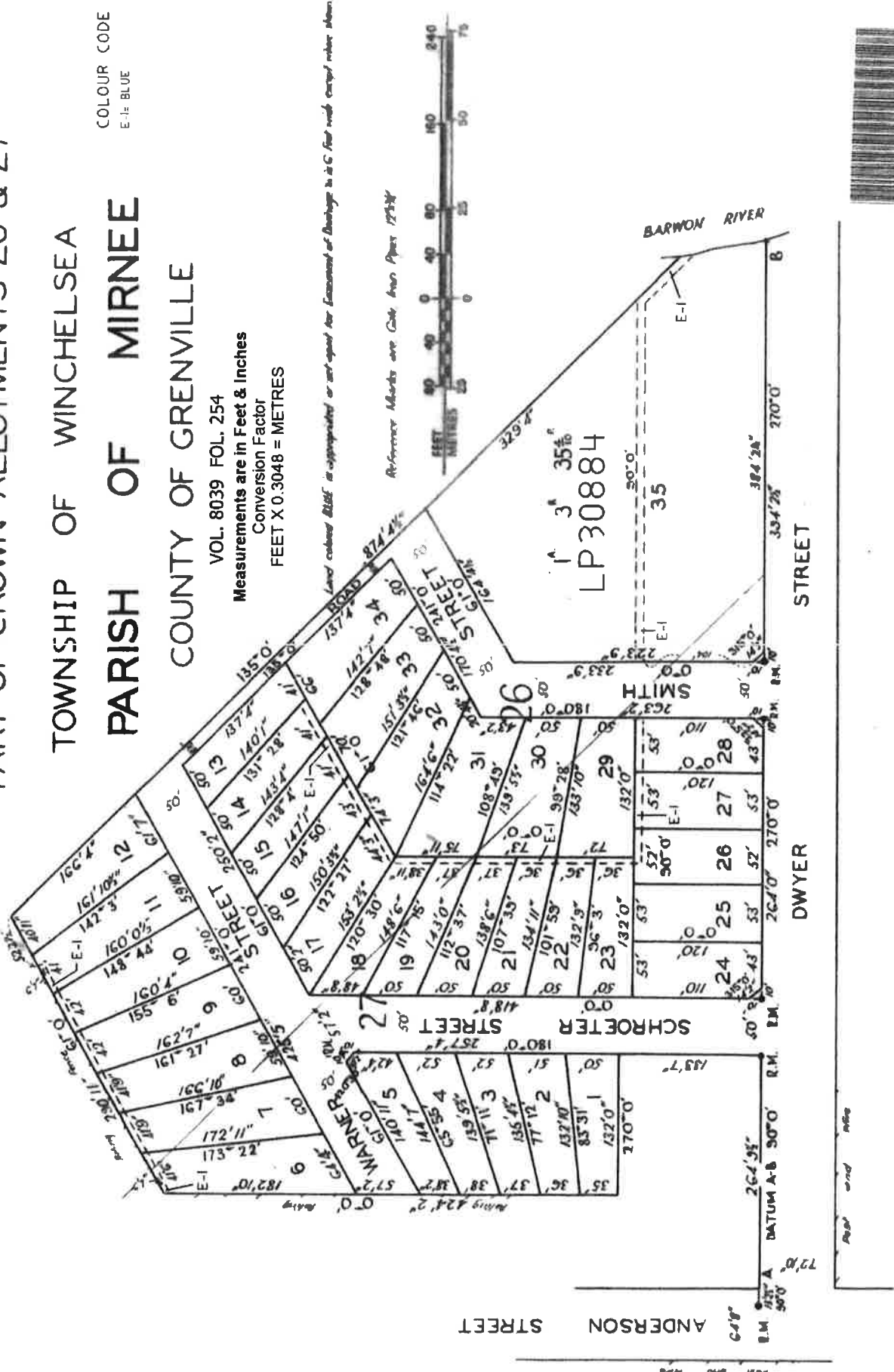
TOWNSHIP OF WINCHELSEA

PARISH OF MIRNEE

COUNTY OF GRENVILLE

VOL. 8039 FOL. 254
Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES

COLOUR CODE
E-I: BLUE



SYLP028267-113

LP 28267

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

LP 28267 ^{LV}₁₃₇

Property Report from www.land.vic.gov.au on 18 September 2017 10:52 AM

Lot and Plan Number: Lot 4 LP28267

Address: 9 SCHROETER STREET WINCHELSEA 3241

Standard Parcel Identifier (SPI): 4LP28267

Local Government (Council): SURF COAST **Council Property Number:** 108170

Directory Reference: VicRoads 525 N4

This parcel is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

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

State Electorates

Legislative Council: WESTERN VICTORIA

Legislative Assembly: POLWARTH

Utilities

Regional Urban Water Business: Barwon Water

Rural Water Business: Southern Rural Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: None

Planning scheme data last updated on 12 September 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](#)

The Planning Property Report includes separate maps of zones and overlays

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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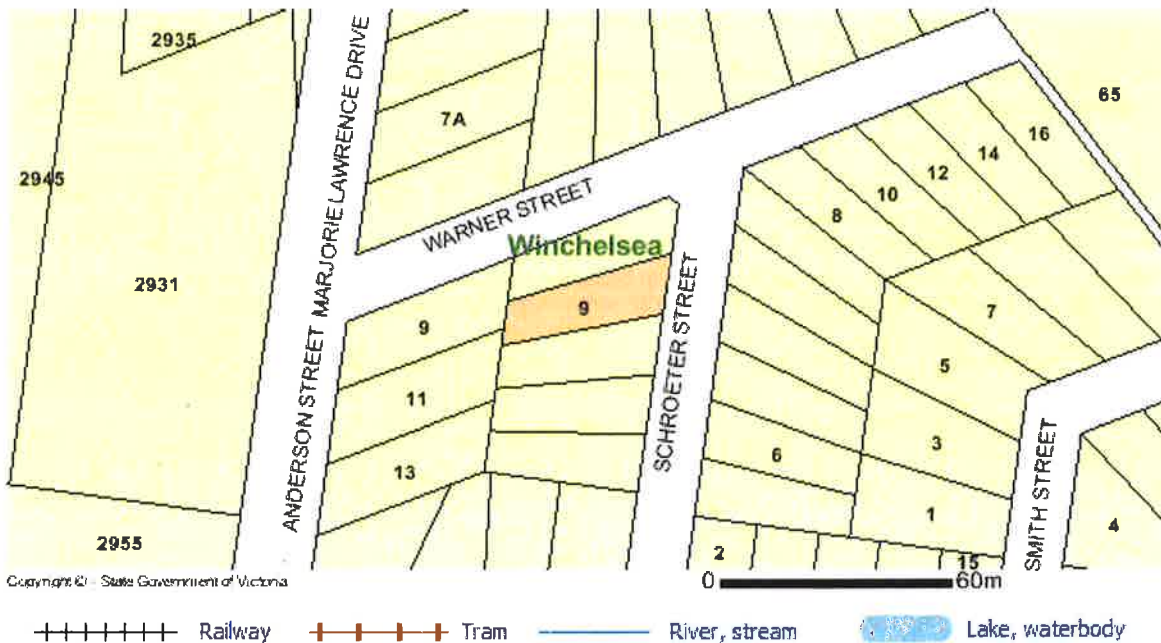
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Environment,
Land, Water
and Planning

Area Map



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Environment,
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Planning Property Report

from www.planning.vic.gov.au on 18 September 2017 10:52 AM

Lot and Plan Number: Lot 4 LP28267

Address: 9 SCHROETER STREET WINCHELSEA 3241

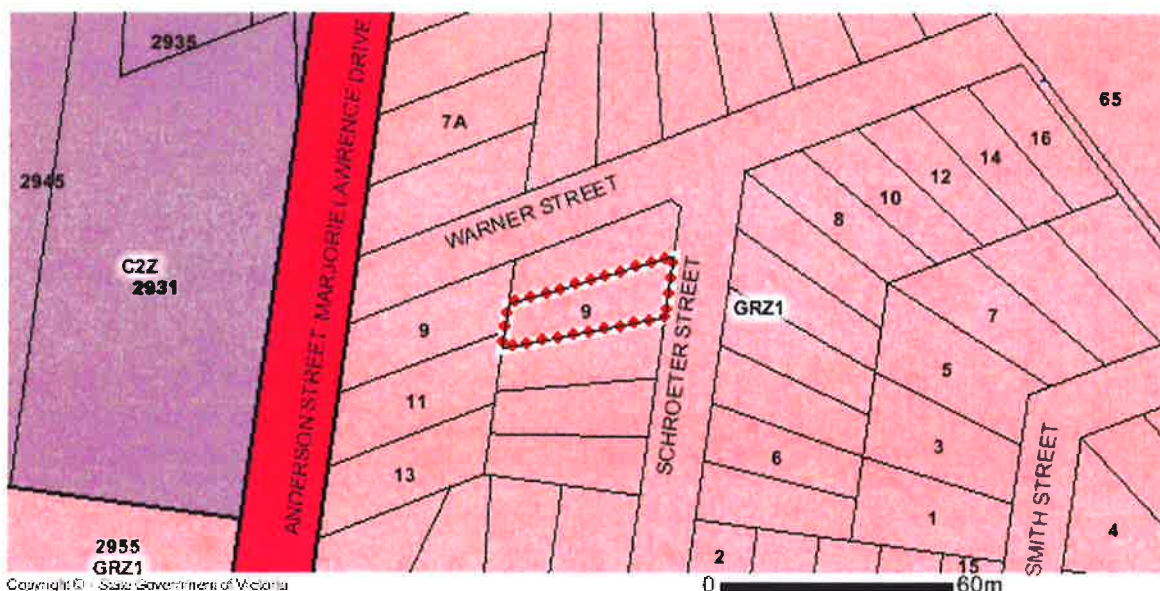
Local Government (Council): SURF COAST **Council Property Number:** 108170

Directory Reference: VicRoads 525 N4

Planning Zone

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.

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	LDRZ - 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	PUZ1 - Public Use - Service & Utility	RUZ - Rural
CDZ - Comprehensive Development	PUZ2 - Public Use - Education	SUZ - Special Use
DZ - Dockland	PUZ3 - Public Use - Health Community	TZ - Township
ERZ - Environmental Rural	PUZ4 - Public Use - Transport	UFZ - Urban Floodway
FZ - Farming	PUZ5 - Public Use - Cemetery/Crematorium	UGZ - Urban Growth
GRZ - General Residential	PUZ6 - Public Use - Local Government	
GWAZ - Green Wedge A	PUZ7 - Public Use - Other Public Use	
GWZ - Green Wedge	PZ - Port	

- - - - - Urban Growth Boundary
 + + + + + Railway - - - - - Tram ———— River, stream Lake, waterbody

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Planning Overlay

None affecting this land - there are overlays in the vicinity

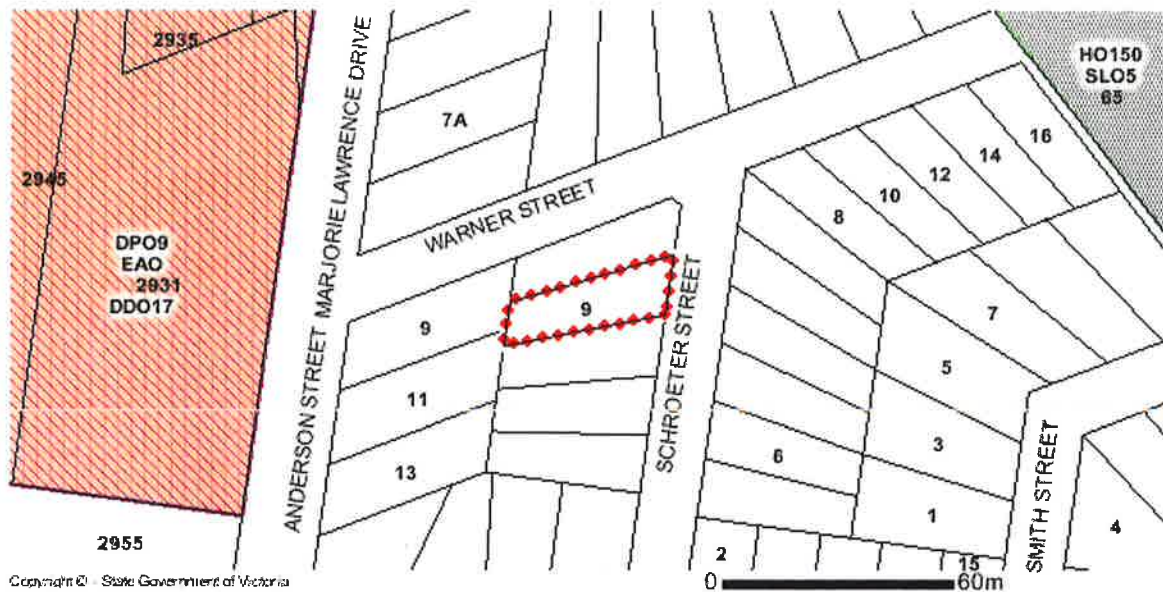
[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)



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	PAO - Public Acquisition
DPO - 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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Further Planning Information

Planning scheme data last updated on 12 September 2017.

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Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 18 September 2017 10:52 AM

Lot and Plan Number: Lot 4 LP28267

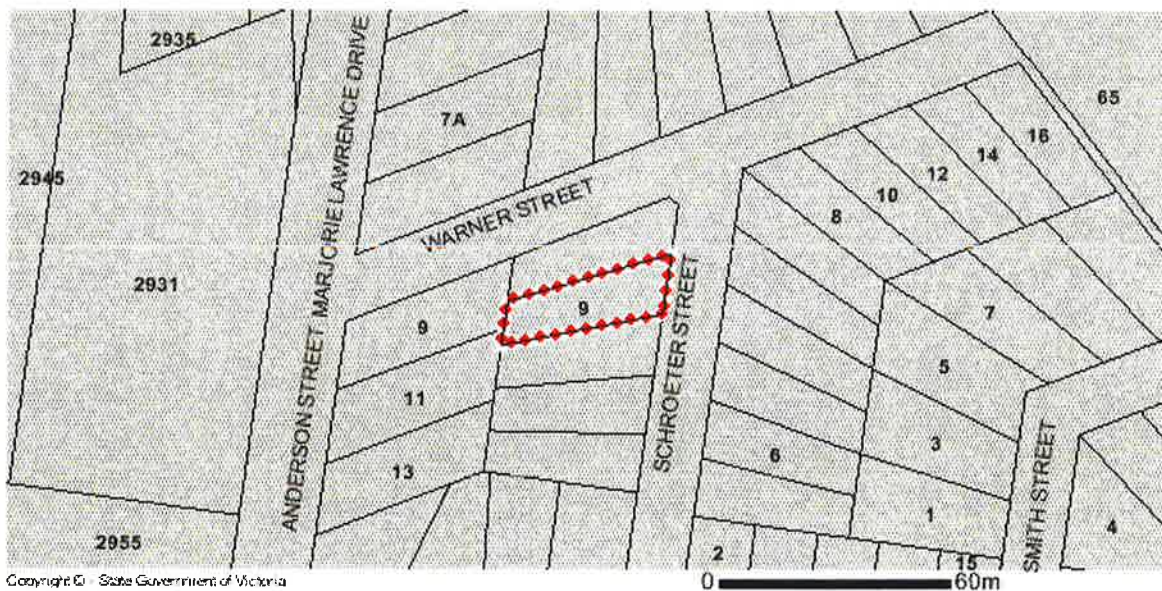
Address: 9 SCHROETER STREET WINCHELSEA 3241

Local Government (Council): SURF COAST **Council Property Number:** 108170

Directory Reference: VicRoads 525 N4

This parcel is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

- | | | | |
|--|---------------------|--|-----------------|
| | Bushfire Prone Area | | Selected Land |
| | Railway | | Tram |
| | 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).

Melbourne Airport Environs Overlay Report

from www.planning.vic.gov.au on 18 September 2017 10:52 AM

Lot and Plan Number: Lot 4 LP28267

Address: 9 SCHROETER STREET WINCHELSEA 3241

Local Government (Council): SURF COAST **Council Property Number:** 108170

Directory Reference: VicRoads 525 N4

Planning Zone: [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

This parcel is **not** affected by the Melbourne Airport Environs Overlay.

Airport Overlays Map



Airport Overlays

 Melbourne Airport Environs 1  Melbourne Airport Environs 2
 Railway  Tram  River, stream  Lake, waterbody

Note - this map shows only the Melbourne Airport Environs Overlays 1 and 2

Planning scheme data last updated on 12 September 2017.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

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SURF COAST SHIRE COUNCIL

PO Box 350 (1 Merrig Drive) Torquay Victoria 3228
03 5261 0600 | 03 5261 0525 (Fax)
info@surfcoast.vic.gov.au | www.surfcoast.vic.gov.au
ABN 18 078 461 409

**LAND INFORMATION CERTIFICATE**

Section 229 Local Government Act 1989

Assessment Number: 108170
Certificate Number: 25590
Issue Date: 19/09/2017

Property Location: 9 SCHROETER STREET WINCHELSEA 3241

Legal Description: LOT: 4 LP: 28267

Capital Improved Value: \$152,000
Site Value: \$100,000
Net Annual Value: \$7,600

The level of values date is 1 January 2016 and became operative for rating purposes on 1 July 2016.

RATES CHARGES AND OTHER MONIES:**Rates, Charges & Levies (for period 1 July 2017 to 30 June 2018)**

Rates General	\$381.26
Municipal Charge	\$204.00
Garbage Urban	\$379.00
Arrears to 30/06/2017:	\$0.00
Interest to 05/09/2017:	\$0.00
Adjustments:	\$0.00
Less Pensioner Rebates:	\$0.00
Payments/Adjustments Made:	\$0.00
Balance of rates and charges owed:	\$964.26

Additional Monies Owed:

Debtor Balance Owing

Special Rates and Charges:

nil
nil

Total rates and charges/additional monies owed:

\$964.26*

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% 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 2 October 2017, 30 November 2017, 28 February 2018 and 31 May 2018.

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.

Rates Vacant Provisional Rate (if applicable)

If the Rates Vacant Provisional rate is applied to the property, it is applicable from initial start date of this levy and remains in force for the remainder of the financial year and the next financial year. At the conclusion of this period, the rate will revert to Rates General. If a Certificate of Occupancy is received for a completed dwelling during this time, the property will undergo a supplementary valuation and the Rates General rate will be applied. A change of ownership does not affect the period the levy is applied.

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.



Telephone & Internet Payment Option – BPAY®

Biller Code: 34199
Reference Number: 1081705

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



COORDINATOR REVENUE

Your Reference: 26288341 011 0

LANDATA
PO BOX 500
EAST MELBOURNE VIC 8002

20 September 2017

Landata
Landata.online@delwp.vic.gov.au

REF:26288341-013-4

Dear Sir/Madam,

1 Merrijig Drive
Torquay, Victoria

POST
PO Box 350, Torquay
Victoria 3228

PHONE
03 5261 0600

FAX
03 5261 0525

WEB
www.surfcoast.vic.gov.au

EMAIL
info@surfcoast.vic.gov.au

LAND : 9 SCHROETER STREET WINCHELSEA

I refer to your recent request for information with regard to Regulation 326(1) & 326(2) of the Building (interim) Regulations 2017 and advise the following in respect of the land or building:

Regulation 326(1)

- a) Details of any permit or certificate of final inspection issued in the preceding 10 years: **NO**
- b) Details of any statement issued under Regulation 502 or 503: **NO**
- c) Details of any current notice or order issued by a relevant building surveyor under the Act: **NO**

Regulation 326 (2)

- a) That is Liable to flooding with the meaning of Regulation 802 – **NO**
- b) That is Designated under Regulation 803 as an area in which buildings are likely to be subject to infestation by termites – **NO** (however, treatment is recommended by council)
- c) For which a bushfire attack level has been specified in a planning scheme - **NO**
- d) That is an area determined under Regulation 805 to be likely to be subject to significant snowfalls – **NO**
- e) Of designated land or works within the meaning of Regulation 806 - **NO**

COUNCIL NOTES:

1. A "person in charge" of a building site must adhere to the requirements under Local Law No.1 2011, Part 3.8 & 3.9 – **Managing Building Sites**. Penalties may apply for non- compliance.
2. Before any building/ demolition works are undertaken, or sight access for such work an **Asset Protection Permit** must be obtained Under Local Law No.1, Part 3.7 – Asset Protection. Penalties may apply for non- compliance.
3. Engineering Department advises that a **Crossing Permit** is required for any works in the road reserve.

Yours faithfully



Vicki Carnie
Building Officer
Development Compliance



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Moray & Agnew C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 356257

NO PROPOSALS. As at the 18th September 2017, 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®.

9 SCHROETER STREET, WINCHELSEA 3241
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: 18th September 2017

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 26288341 - 26288341105554 '356257'

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

468553

APPLICANT'S NAME & ADDRESS

MORAY & AGNEW C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

DIRECTOR OF HOUSING

PURCHASER

N/A, N/A

REFERENCE

356257

This certificate is issued for:

LOT 4 PLAN LP28267 ALSO KNOWN AS 9 SCHROETER STREET WINCHELSEA
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

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/>)

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®
570 Bourke Street
Melbourne VIC 3000
Tel: (03) 8636 2456

18 September 2017

Hon. Richard Wynne MP
Minister for Planning

Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 18 September 2017 10:58 AM

Address: 9 SCHROETER STREET WINCHELSEA 3241

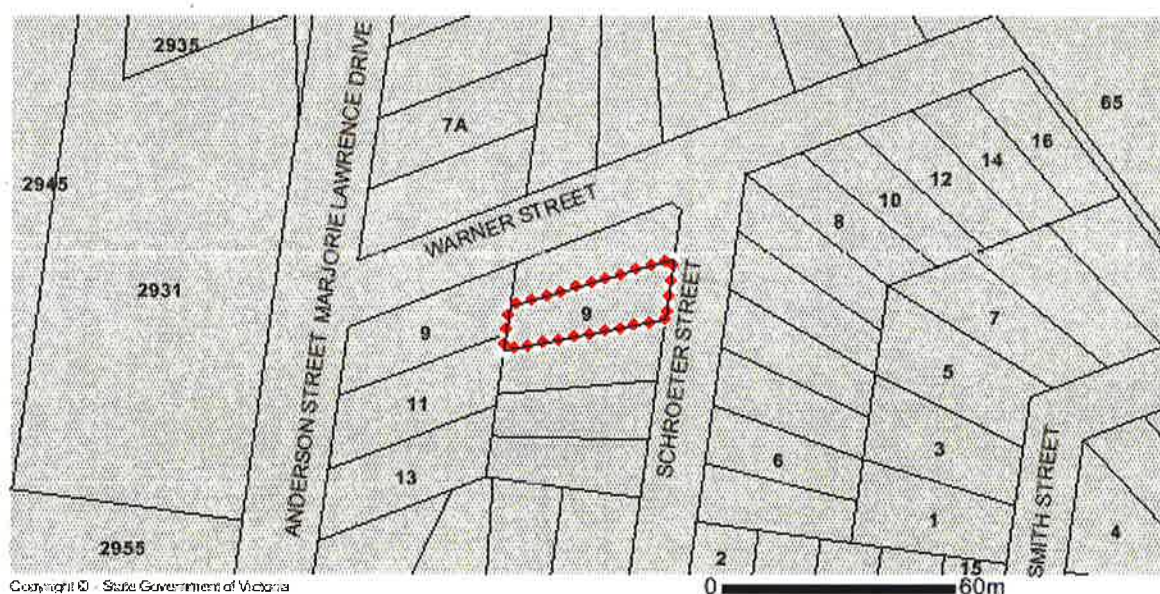
Lot and Plan Number: Lot 4 LP28267

Local Government (Council): SURF COAST **Council Property Number:** 108170

Directory Reference: VicRoads 525 N4

This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

	Bushfire Prone Area		Selected Land
	Railway		Tram
	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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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-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 32(2)(dc) of the Sale of Land 1962 (Vic).



Environment,
Land, Water
and Planning

Information Statement Part A

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

INSTALLATION NUMBER: 18361639 **APPLICATION NUMBER:** 262574 **DATE:** 18/09/2017
PROPERTY ADDRESS: 9 SCHROETER ST, WINCHELSEA, VIC 3241
YOUR REFERENCE: 356257
OWNER: DIRECTOR OF HOUSING
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/07/2017 to 30/09/2017. 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	138.26	0.00	138.26
Water Service Charge	42.92	0.00	42.92
Total Service Charge	\$ 181.18	0.00	181.18

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

Sewerage Service Charge	101.18	0.00	101.18
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TOTAL DUE	\$	101.18	0.00	101.18
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Important Information

Due date for Billed Service and Volume Charges 22/09/2017

THE WATER METER WAS LAST READ ON 18/08/2017. AN APPLICATION FOR A SPECIAL METER READING CERTIFICATE WILL BE REQUIRED TO ENSURE ALL VOLUME CHARGES CAN BE ADJUSTED AT TIME OF SETTLEMENT. APPLICATION CAN BE MADE AT www.barwonwater.vic.gov.au UNDER "PROPERTY INQUIRY APPLICATIONS". PLEASE ALLOW 5 WORKING DAYS FOR THE APPLICATION TO BE PROCESSED AND A CERTIFICATE PRODUCED.

Before settlement, please call the Customer Service Centre on 1300 656007 to verify total amounts outstanding, as further legal costs may be applicable.

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,

*** PLEASE NOTE:** Verbal confirmation will not be given after 17/11/2017. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 17/11/2017 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 fees please contact Barwon Water on 1300 656 007.

Manager Customer Support

Information Statement Part B

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

18-09-2017

Moray & Agnew C/- InfoTrack C/- LANDATA
Level 14, 570 Bourke Street
Melbourne

Property: 9 SCHROETER STREET WINCHELSEA 3241

I refer to your application received at this office on 18/09/2017. 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.

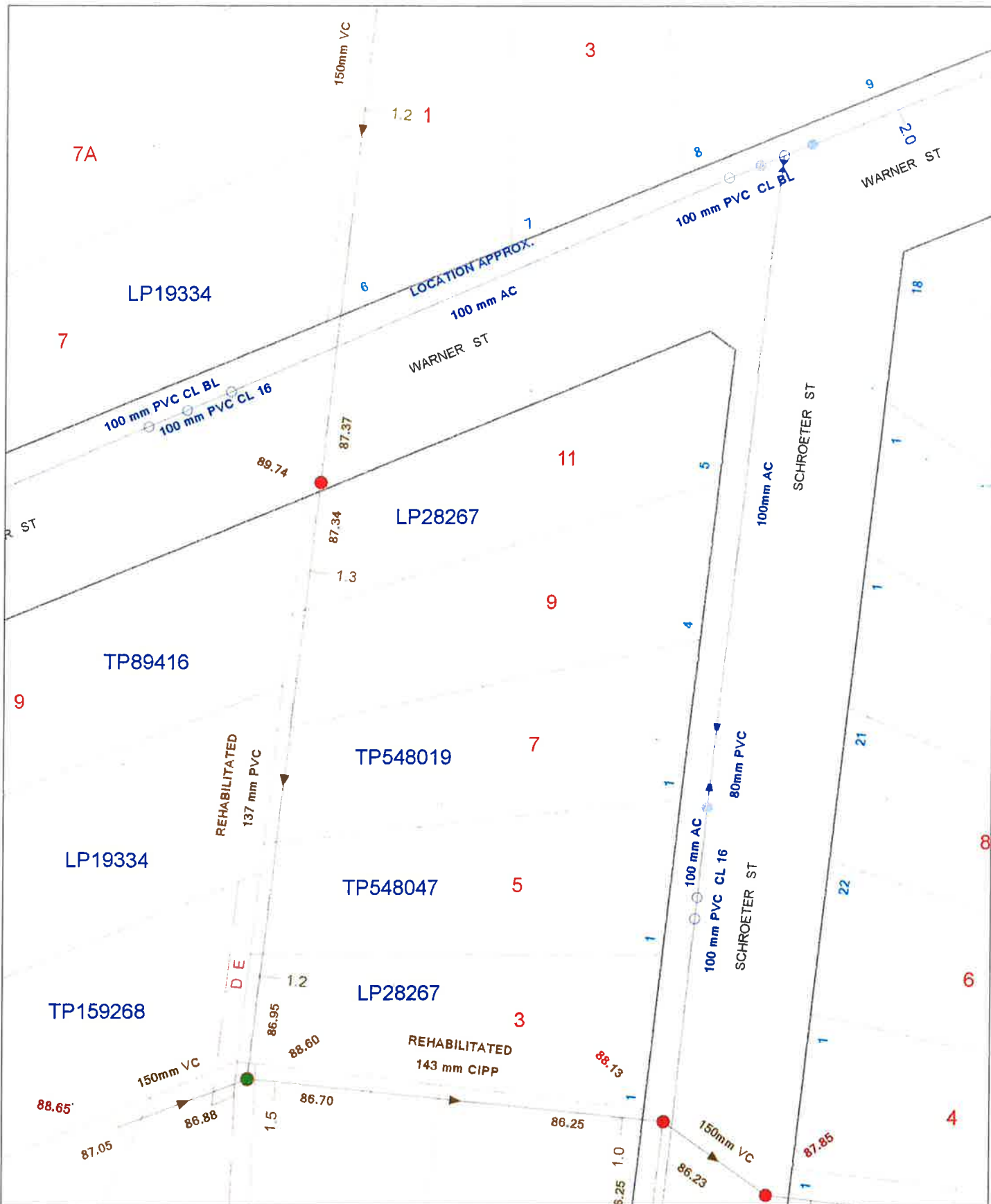
Our Ref: EC262574

Your Ref: 356257

Agent Ref: 26288341-020-2

Yours faithfully,

Manager Customer Centre



9 SCHROETER ST WINCHELSEA

Scale : 500

Created : 18-Sep-17

LEGEND

GRAVITY SEWER	
PRESSURE SEWER	
POTABLE WATER	
RECYCLED WATER	



DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK

Your Reference: AXZ:389389

Certificate No: 16997097

Issue Date: 22 SEP 2017

Enquiries: RXM2

Land Address: 9 SCHROETER STREET WINCHELSEA VIC 3241

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
32644337	4	28267	11108	394	\$100,000	\$0.00

Vendor: DIRECTOR OF HOUSING

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
DIRECTOR OF HOUSING	2017	\$0.00	\$0.00	\$0.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
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Comments: Property is exempt: LTX Exempt Statutory Authority.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to:
www.sro.vic.gov.au/certificates

TAXABLE VALUE:	\$100,000
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AMOUNT PAYABLE:	\$0.00
------------------------	---------------

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 16997097

Land ID: 32644337

Amount Payable: \$0.00

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

<0000000000<0000000000>016997097000<016997097000>424<424>

Notes to certificates under Section 105 of the *Land Tax Act 2005*



Certificate No: 16997097

1. Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
3. The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
4. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
5. If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
6. If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - a. the vendor, or
 - b. the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
7. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
8. If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
9. If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
10. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
11. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A
TAXABLE VALUE OF \$100,000

Land Tax = \$0.00

Calculated as \$0 plus (\$100,000 - \$0) multiplied by 0.000
cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to **State Revenue Office, Victoria**
marked 'Not Negotiable' and return with the remittance
advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Extract of EPA Priority Site Register

Page 1 of 2



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PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 9 SCHROETER STREET
SUBURB: WINCHELSEA
MUNICIPALITY: SURF COAST SHIRE
MAP REFERENCE: Vicroads Eighth Edition, State Directory, Map 92 Reference H5
DATE OF SEARCH: 18th September 2017

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map reference, corresponding to the address given above, has indicated that this site is located at, or in the vicinity of, the following sites listed on the Priority Sites Register at the above date.

LIST OF SITES:

CA 33 TOWNSHIP OF WINCHELSEA 84 HOPKINS ST WINCHELSEA	"Gun, pistol or rifle range. Requires assessment and/or clean up. Notice Number: 0090006559"
CA 33 TOWNSHIP OF WINCHELSEA 84 HOPKINS ST Winchelsea	"Gun, pistol or rifle range. Requires ongoing management. Notice Number: 0090007071"
CA 34 TOWNSHIP OF WINCHELSEA 72 WILLS ST Winchelsea	"Gun, pistol or rifle range. Requires ongoing management. Notice Number: 0090007011"

If the subject property is NOT in this list, then as of the above date, it is not listed on the Priority Sites Register.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a:

Clean Up Notice pursuant to section 62A, or a

Pollution Abatement Notice pursuant to section 31A or 31B

of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in

[Extract of Priority Sites Register] # 26289532 - 26289532115059
'26288341-028-8'



Extract of EPA Priority Site Register

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

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. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

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 for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register & Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

