

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: Lot....., 32 Serene Terrace DRYSDALE

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 (as set out in Form 2 of the **Estate Agents (Contracts) Regulations 2008**);

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% of the purchase price
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract of sale and the day on which you become the registered proprietor.

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** that is 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 PURCHASER

.....on/...../20.....

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

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

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

SIGNED BY THE VENDOR

..... on/...../20.....

Print name of person signing

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

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

PARTICULARS OF SALE

VENDOR

Mollers Lane Developments Pty Ltd

of: 107 Barwon Terrace SOUTH GEELONG VIC 3220

VENDOR'S CONVEYANCER

Choice Conveyancing

72A Little Ryrie Street Geelong 3220

DX: 22014 **Geelong**

Tel: 03 5246 8700

Fax: 03 5222 4466

Ref: Cameron Stante

Email: info@choiceconveyancing.com.au

PURCHASER

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

Tel:

Fax:

Ref:

Email:

PROPERTY ADDRESS

The address of the property is:

Lot....., 32 Serene Terrace DRYSDALE VIC

LAND (General Conditions 3 & 9)

The land is –

Described in the table below -

Part of Certificate of Title reference
Volume 11954 Folio 228

Being lot
Lot

On proposed plan
PS824614T

OR

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

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(General Condition 2.3(f))

Nil - Vacant

PAYMENT

(General Condition 11)

Price \$

Deposit \$

Being 10% due upon signing payable pursuant to
Special Condition 24.

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:

Margin Scheme

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. Special condition 6

Notice required to be given by vendor ☒ Yes ☐ No

Withholding required by purchaser ☒ Yes ☐ No

No withholding for residential premises because

- ☐ the premises are not new
- ☐ the premises were created by substantial renovation
- ☐ the premises are commercial residential premises

No withholding for potential residential land because

- ☐ the land includes a building used for commercial purposes
- ☐ the purchaser is registered for GST and acquires the property for a creditable purpose

SETTLEMENT

(General Condition 10)

Is due 21 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

LEASE

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1, If '**subject to lease**' then particulars of the lease are:

TERMS CONTRACT

(General Condition 23)

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

LOAN

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. The Vendor advises and the Purchaser acknowledges that the Vendor has acquired the interest in this land pursuant to Contract of Sale with Robyn Elisabeth Kane such Contract dated 7th May 2018 (the prior Contract).

The Vendor will advise the Purchaser once settlement of the land has taken place and shall provide to the Purchaser a copy of Certificate of Title registered in the Vendors name once registered with the Land Titles Office.

This Contract is subject to and conditional upon settlement of the prior contract being completed by no later than 20th August 2018. Should settlement not take place by the 20th August 2018 then this Contract will then be at an end with all monies held being refunded to the Purchaser.

2. **Easements, Planning Restrictions and Buildings**

- 2.1. The purchaser acknowledges that the property is purchased:
 - 2.1.1. Subject to all registered and implied easements existing over or upon or affecting the property and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the property;
 - 2.1.2. Subject to any restriction on use or development under any planning schemes affecting the property; and
 - 2.1.3. With all improvements on and forming part of the land existing at the day of sale and in its present state of repair and condition and subject to any defects with regard to its construction, condition, position or state of repair at the day of sale.
- 2.2. The vendor gives no warranty that the improvements on the land comply with current building legislation.
- 2.3. Any breach or non-compliance with any matter referred to in this special condition, or disclosed in the Vendor's Statement does not constitute a defect in title and the purchaser cannot make any requisition objection or claim for compensation in respect to any breach or non-compliance with any matter referred to in this special condition and the vendor is under no liability or obligation to the purchaser to carry out any improvements, alterations, repairs or other work to the property.

3. **Compliance with Sale of Land Act**

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

4. **Jointly and Severally**

If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

5. **Warranty**

The Purchaser acknowledges that there are no conditions warranties or other terms affecting the sale of the Property other than those embodied in this Contract and the Purchaser shall not be entitled to rely upon any representations or statements made by the Vendor or its agent or the auctioneer unless the same are expressly included as written conditions of this Contract of Sale.

6. **Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

7. **Planning**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of 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 thereof.

8. **Identity of Land**

8.1 The Purchaser admits that the Property offered for sale and inspected by the Purchaser is identical with the Lot. Subject to the provision of the *Sale of Land Act*, the Purchaser accepts as identical with the land the Lot bearing the same number on the Plan of Subdivision when registered as the Lot number specified in the Title particulars set out in the Particulars of Sale or if the Lots on the Plan of Subdivision are re-numbered prior to its registration, the Purchaser shall accept as identical with the land the Lot on the Plan of Subdivision when registered which occupies the same or approximately the same position on the ground as is indicated on the Plan of Subdivision included in the Vendor's Statement attached to this Contract as being occupied by the Lot specified in the Title particulars set out in the Particulars of Sale.

8.2 The Purchaser will not make any requisition or claim any compensation or rescind this Contract for:-

- (a) any actual or alleged misdescription of the Property or deficiency in its area or measurements; or
- (b) any minor variations (being variations which will not materially affect the Property) between the Property as inspected by the Purchaser and the corresponding lot as shown on the Plan of Subdivision as registered; or
- (c) any other amendments or variations on the Plan of Subdivision which do not affect the Property.

8.3 Condition 3 of Table A does not apply to this sale.

9 **Plan of Subdivision**

- 9.1 This contract and the sale hereby evidenced are conditional upon and subject to the said Plan (subject to alteration as hereinafter mentioned) being duly certified (if not already done so) by the City of Greater Geelong pursuant to the provisions of the Act and registered by the Registrar of Titles within twenty four (24) months from the date hereof, provided that the vendor reserves the right to make such minor alterations to the said Plan as may be demanded by the said Municipality or the said Registrar as pre-requisites to the certification and approval of the said plan. The Purchaser acknowledges that the vendor may be required to enter into a Section 173 agreement with City of Greater Geelong to procure registration of the Plan and shall not object to same.
- 9.2 The vendor will use its best endeavours to cause the said plan to be certified as soon as practicable and will, as soon as practicable thereafter, apply to the Registrar of Titles for registration of the said Plan. Once lodged, the vendor will not withdraw the said plan from the Land Titles Office without the purchaser's prior written consent and will with all reasonable diligence satisfy all requisitions made by the Registrar and will do all other things within his power to procure registration of the said plan as soon as practicable.
- 9.3 In the event that the said plan shall not be certified and registered as aforesaid within twenty four (24) months from the date hereof, either party may at any time after the expiration of such period, but before the said plan is so registered, terminate this contract and the sale hereby evidenced by giving to the other party written notice of termination pursuant to this Special Condition.
- (a) In the event of one party so electing to terminate this Contract of Sale, pursuant to this Special Condition, all moneys paid by the purchaser on account of the purchase price shall be refunded to him in full. Neither party shall be entitled to any compensation from the other party in respect of costs, fees or other expenses paid to or incurred in relation to or arising out of this transaction.
 - (b) If the deposit has been invested, any interest earned as a result will be divided evenly between the parties.
- 9.4 The purchaser shall accept as identical with the said land as hereinbefore described the Lot on the said Plan when registered the respective number mentioned in the foregoing particulars or, if the lot on the said plan shall at any time prior to registration be renumbered, shall accept as identical with the said land the lot on the said Plan as registered which shall occupy the same or approximately the same position on the Plan of Subdivision as indicated in the copy Plan annexed hereto as being occupied by the lot hereby designated. The purchaser shall not be entitled to make any requisitions object or claim for compensation in respect of any of the following:-
- (a) Any minor variations between the lot hereby sold as inspected by the purchaser and the corresponding lot as shall be shown on the said plan at approval;
 - (b) Any minor variations between the number, size or location of lots as presently appearing on the said plan and as shall appear on the said plan when registered.
- 9.5 The vendor shall after registration of the said plan notify the purchaser of such registration and the residue of purchase moneys shall be payable within twenty one (21) days of notification to the purchaser or the purchaser's solicitors or conveyancer of such registration by the Registrar of Titles of the Plan of Subdivision (or if the above settlement clause provides otherwise then in accordance with that settlement clause).
- 9.6 The deposit moneys payable by the purchaser hereunder shall be paid to the Licensed Estate Agent as agent of the Vendor or the Vendors Solicitor or Conveyancer hereinbefore specified to be held by them on trust for the purchaser until:-
- (a) the said plan has been registered at the Office of Titles as aforesaid; and
 - (b) A Statement of Compliance has been issued in respect of the plan
- Thereafter the deposit shall be held in accordance with Division 3 of the Sale of Land Act 1962 (as amended).
- 9.7 Until such time as the said Plan of Subdivision has been so registered by the Registrar of Titles the purchaser shall not lodge or cause or permit to be lodged on the Purchaser's behalf any caveat in respect of the purchaser's interest in the land under this contract and the purchaser shall indemnify and keep indemnified the vendor against any loss or damage which the vendor may incur or suffer as a consequence of any breach by the purchaser of this provision.
- 9.8 All rates, taxes, levies, insurance premiums and assessments (including State Land Tax calculated on a multiple holding basis) in respect of the lot hereby sold payable by the vendor shall be borne and paid by the purchaser as from the date on which he becomes entitled to possession and the same shall, if necessary, be apportioned between the vendor and the purchaser and the rent (if any) shall be apportioned on the same day and the balance paid or received as the case may require. The vendor hereby undertakes to pay any outgoings when they are due and payable and the purchaser shall not make any deduction at settlement on account of same.
- The Purchaser acknowledges that where any adjustment is to be made in relation to Land Tax assessed for the property, the adjustment must be made on a multiple holding basis

- 9.9 If, as a result of the Purchaser's failure to settle this Contract as required before 31 December in any one year, settlement takes place the following year and Land Tax is assessed for that following year against the Vendor, the Purchaser shall be responsible for the total amount of Land Tax assessed against the property regardless of the Vendor's other land holdings.
10. **Restrictive Covenant**
- 10.1. The purchaser acknowledges that the Plan of Subdivision includes the Restrictive Covenant;
- 10.2. The vendor may at any time register the terms of the Restrictive Covenant in a memorandum of common provisions recorded at Land Registry under section 91A of the Transfer of Land Act 1958 (Vic) and make any amendments to the Restrictive Covenant considered reasonably necessary by the vendor to obtain registration of the memorandum of common provisions, in which case the instrument of transfer for the Land will incorporate the terms of the Restrictive Covenant set out in this special condition by reference to the memorandum of common provisions containing the terms of the Restrictive Covenant.
- 10.3. Subject to the Purchaser's rights under the Sale of Land Act, the Purchaser cannot make any requisition or objection or claim any compensation or rescind, terminate or delay completion of this contract in respect of any of the matters as contemplated by this Special Condition.
11. **Community Infrastructure Levy**
- The Vendor advises and the purchaser acknowledges that a Community Infrastructure Levy may be payable in respect of the Land. The purchaser agrees that if a Community Infrastructure Levy is payable, the purchaser must pay the Community Infrastructure Levy.
- If a Community Infrastructure Levy is paid by the vendor on or prior to settlement, at the vendor's direction the purchaser must allow this sum as an adjustment in favour of the vendor at settlement.
12. **Planning Permit**
- 12.1 This Contract is subject to and conditional upon the issue of a Planning Permit for the development upon conditions acceptable to the Vendor within twelve months from the Day of Sale.
- 12.2 If the Planning Permit has not been issued within twelve months from the Day of Sale the Vendor may bring this Contract to an end by written notice served on the Purchaser.
- 12.3 If the development has not commenced within eighteen months from the Day of Sale the Vendor has the option to bring this Contract to an end by written notice served on the Purchaser.
- 12.4 If this Contract is terminated in accordance with any of the above Special Conditions the Purchaser:-
- (a) is immediately entitled to a return of deposit and any deposit security; and
- (b) will not be entitled to any compensation from the Vendor in respect of any losses, costs, fees or other expenses paid or incurred by the Purchaser in relation to or arising out of this Contract.
- 12.5 Subject to the Purchaser's rights under the *Sale of Land Act 1962*, the Purchaser must not make any objection, requisition or claim because of anything connected with the registration or failure to obtain registration of the Plan of Subdivision, the planning permit.
13. **Fill**
- 13.1 The Vendor advises and the Purchaser acknowledges that there may be Surface Level Works affecting the Land and may be required to be carried out. If so the vendor will provide detailed engineering plans to the purchaser as soon as they are finalised.
- 13.2 If the Vendor places fill (which for the purposes of this special condition does not include top soil) on the Land in excess of 200 millimetres in depth, that fill will be controlled fill in accordance with "AS3798 Guidelines on earthworks for commercial and residential development" to Level 1 Geotechnical Testing requirements. The vendor will, if requested by the purchaser, provide to the purchaser on or prior to settlement a copy of the stage report by TGM Group Pty Ltd
- 13.3 The Purchaser must not rescind this contract, make any objections, requisitions or refuse to pay the price or delay settlement because of any matter contained in this Special Condition 13.
14. **Fencing Costs**
- 14.1 The Vendor shall not be liable to construct or join in or contribute to the construction of any dividing fence between the land sold and any adjoining land owned by the Vendor. The Purchaser shall comply with any notice to fence received by the Vendor in respect of the land sold on or after the day of sale including any notice served by a subsequent Purchaser of the land sold. This Special Condition shall not merge at settlement.
- 14.2 The Purchaser warrants that the Purchaser will notify its successors in title or transferees that the Vendor is not obliged to pay for or contribute to the costs of a fence or fences and the Purchaser indemnifies the Vendor in relation to this.
15. **Date of Final Settlement**
- The due date for Final Settlement will be on the date specified in the Contract Note or Contract of Sale or (if applicable) within 21 days of the date the Vendor's Conveyancer notifies the Purchaser's Representative that the Plan of Subdivision has been registered, whichever is the later.

16. **Purchasers buying unequal interests**

- a. If there is more than one Purchaser it is the Purchaser's responsibility to ensure this Contract of Sale 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 of Land differ from those recorded in this Contract of Sale, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- c. The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal representative 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 of Land differing from those in this Contract of Sale.
- d. This special condition will not merge on completion.

17. **Caveat**

The Purchaser agrees not to lodge or allow any person claiming through it or acting on its behalf to lodge any caveat on the land sold until settlement. The Purchaser acknowledges that if a caveat is lodged the Vendor may suffer loss and damage. The Purchaser indemnifies the Vendor against all such loss and damage and the Purchaser irrevocably authorises the Vendor or its solicitors to execute and lodge a withdrawal of such caveat.

18. **Foreign resident capital gains withholding**

- 18.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 18.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 18.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 18.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 18.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 18.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 18.7 The representative is taken to have complied with the obligations in special condition 18.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 18.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 18.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 18.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

19. **Electronic Conveyancing Special Condition**

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 19 applies, if the box is marked "EC"

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- 19.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 19.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

- 19.3 Each party must:
- Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 19.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 19.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 19.6 Settlement occurs when the workspace records that:
- The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 19.7 The parties must do everything reasonably necessary to effect settlement:
- electronically on the next business day, or
 - at the option of either party, otherwise than electronically as soon as possible – if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 19.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 19.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 19.9 The vendor must before settlement:
- deliver any keys, security devices and codes ("keys") to the estate agent names in the contract,
 - direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 19.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

20. **GST Withholding**

- 20.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 20.2 This special condition 20 applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 20 is to be taken as relieving the vendor from compliance with section 14-255.
- 20.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 20.4 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - ensure that the representative does so.
- 20.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - otherwise comply, or ensure compliance, with this special condition; despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 20.6 The representative is taken to have complied with the requirements of special condition 20.5 if:
 - (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 20.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 20.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 20.7, the vendor must:

 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 20.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 20.9 A party must provide the other party with such information as the other party requires to:
 - (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 20.10 The vendor warrants that:
 - (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 20.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
 - (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 20.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 20.12 This special condition will not merge on settlement.

21. Rate certificates

If requested, the Purchaser agrees to provide to the Vendor's representative copies of all certificates and searches obtained by the Purchaser to calculate adjustments. The Vendor will not be obliged to provide cheque details until such time as the copies have been received.

22. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the person signing on behalf of the Corporate Purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

23. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

24. Stakeholding

The Vendors appoint Hrkac Group Legal Pty Ltd of 15 Yarra Street, Geelong as Solicitor for the Vendor for the purpose only of holding all deposit money as stakeholder pursuant to Section 24 of the *Sale of Land Act 1962*.

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

Part 2 of the standard form of contract 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 a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of Security Interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security 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 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized 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 reasonable 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 S27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

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

However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply 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 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 authorized for service on or by a legal practitioner.

(d) by email

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

24. Loss or damage before settlement

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

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

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

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

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

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of ACN
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)

in the presence of:) Director (Sign)
)
Witness.....)

Annexure A

Proposed Memorandum of Common Provisions

1. No more than one single dwelling house such expression to include any flat, unit or apartment;
2. No building other than a dwelling house unless not less than 60% of the external walls thereof (excluding windows) shall be constructed of brick, brick veneer, stone, concrete or any combination thereof;
3. The Transferee shall not cause or suffer the use of metal roofing or cladding material on any dwelling, outbuilding, shelter, fence or any structure save where such metal is colourbond or similar non-reflective material;
4. No dwelling house or outbuildings which are not new and which are removed or transported to the burdened land from another place;
5. The Transferee shall not use or allow the use of the land hereby transferred or any dwelling constructed thereon for purpose other than residential purposes;
6. The Transferee shall further not subdivide the land hereby transferred in any matter;
7. Leave the land in a state of disrepair, including the presence of excessive weeds or rubbish;
8. Erect, cause or permit to be erected or remain on the land any temporary, relocatable buildings or structures including storerooms, garden sheds, pergolas, swimming pools and spas unless for use in connection with building of the dwelling house;
9. Commence construction or permit the construction of the dwelling house to be commenced unless the builder and all tradesmen engaged in such construction keep the land free of all unnecessary rubbish and waste material and keep and utilize on the land a builder's cage;
10. Permit the deterioration of the land or any of the improvements erected or to be erected thereon and shall maintain the landscape of the land including the accumulation of rubbish weeds or debris to a general standard of the locality acceptable to the Transferor provided that the Transferor shall not act capriciously in determining the standard acceptable to it;

Vendor:

MOLLERS LANE DEVELOPMENTS
PTY LTD ACN 607 371 157

Vendor's Section 32 Statement

Property:

Lot..... 32 Serene Terrace DRYSDALE

Choice Conveyancing
72A Little Ryrie Street
Geelong VIC 3220
DX22014 Geelong

Telephone: 03 5246 8700
Facsimile: 03 5222 4466

Ref: 180430 Mollers Lane Developments Pty Ltd



**Vendors Statement to the Purchaser of Real Estate
Pursuant to Section 32 of the Sale of Land Act ("the Act")**

Vendor: MOLLERS LANE DEVELOPMENTS PTY LTD
ACN 607 371 157

Property: LOT.....32 SERENE TERRACE DRYSDALE

1. Financial matters in respect of the land

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- (a) Their total does not exceed \$4,000.00

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

None to the Vendors knowledge

2. Insurance details in respect of the land

- (a) if the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

No such insurance has been effected

- (b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the **Building Act 1993** applies to the residence:

No such insurance has been effected.

3. Matters relating to land use

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

- i. Description: As set out in the attached copy of the Title document
- ii. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows:

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

- (b) This land is not within a bushfire prone area within the meaning of the regulations made under the **Building Act 1993**
- (c) There is access to the property by road.

- (d) in the case of land to which a planning scheme applies a statement specifying—
- (i) name of the planning scheme: Greater Geelong City Council Planning Scheme
 - (ii) name of the responsible authority: Greater Geelong City Council
 - (iii) zoning of the land: Residential Growth Zone
 - (iv) name of any planning overlay affecting the land: Are contained in the attached certificate/s.

4. Notices made in respect of land

- (a) 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 of which the vendor might reasonably be expected to have knowledge:

Unless contained in the attached certificate/s and/or statement/s, none to the Vendor's knowledge.
However, the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

- (b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

Unless contained in the attached certificate/s and/or statement/s, the Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

- (c) particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

None to the Vendor's knowledge

5. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

No such Building permit has been granted to the Vendor's knowledge

6. Information relating to any owners corporation

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

7. Growth areas infrastructure contribution

There is not a work-in-kind agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987***)

8. Disclosure of non-connected services

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

X	electricity supply;
X	gas supply;
X	water supply;
X	sewerage;
X	telephone services

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

9. Evidence of title

Attached are copies of the following document/s concerning Title:

- (a) in the case of land under the **Transfer of Land Act 1958**, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) in any other case, a copy of—
 - (i) the last conveyance in the chain of title to the land; or
 - (ii) any other document which gives evidence of the vendor's title to the land;
- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land;
- (d) in the case of land that is subject to a subdivision—
 - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the **Subdivision Act 1988** –
 - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
 - (iv) A statement of the contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed –
 - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

10. Due diligence checklist

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

The day of this Statement is the 24 day of JULY 2018

Signed by the
Vendor.....


MOLLERS LANE DEVELOPMENTS PTY LTD ACN 607 371 157

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

The day of this Acknowledgement is theday of.....20

Signed by the Purchaser.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1932.

Register Search Statement - Volume 11954 Folio 228

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

VOLUME 11954 FOLIO 228

Security no : 124072807886W
Produced 10/07/2018 09:09 am

LAND DESCRIPTION

Lot S2 on Plan of Subdivision 716067A.
PARENT TITLE Volume 04144 Folio 666
Created by instrument PS716067A 05/02/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ROBYN ELIZABETH KANE of 23 PRINCESS STREET DRYSDALE VIC 3222
PS716067A 05/02/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AE530956U 08/08/2006
MEMBERS EQUITY BANK LTD
TRANSFER OF MORTGAGE AN349344K 07/12/2016

CAVEAT AR185371H 29/06/2018

Caveator
MOLLERS LANE DEVELOPMENTS PTY LTD ACN: 607371157
Grounds of Claim
PURCHASERS' CONTRACT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
07/05/2018
Estate or Interest
FREEHOLD ESTATE
Prohibition
ABSOLUTELY
Lodged by
CHOICE CONVEYANCING
Notices to
CHOICE CONVEYANCING of 72A LITTLE RYRIE STREET GEELONG VIC 3220

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

AGREEMENT Section 173 Planning and Environment Act 1987
AN216949R 26/10/2016

DIAGRAM LOCATION

SEE PS716067A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AR185371H (E) CAVEAT	Registered	29/06/2018

-END OF REGISTER SEARCH STATEMENT-


Additional information: (not part of the Register Search Statement)

Street Address: 32 SERENE TERRACE DRYSDALE VIC 3222

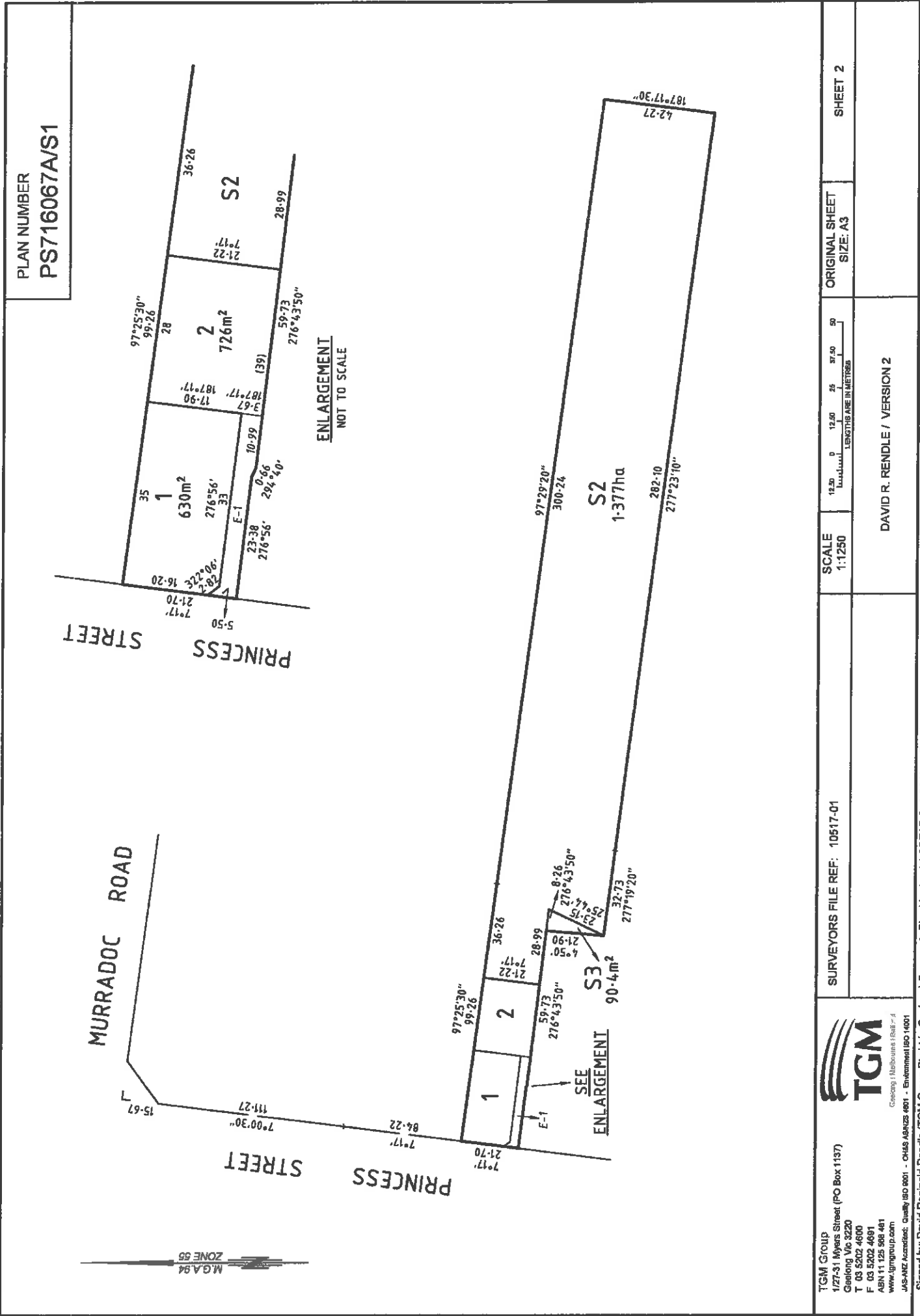
DOCUMENT END

Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd
Delivered at 10/07/2018, for Order Number 52041813. Your reference: 180242:Mollers Lane Developments.

Signed by Council: City of Greater Geelong, Council Ref: 11349, Original Certification: 11/12/2013, Recertification: 22/01/2018, S.O.C.: 22/01/2018

PLAN OF SUBDIVISION under Section 37 of the Subdivision Act 1988			EDITION 1	PLAN NUMBER PS716067A/S1
LOCATION OF LAND PARISH: BELLARINE TOWNSHIP: - SECTION: BLOCK 2 CROWN ALLOTMENT: - CROWN PORTION: 39 (PART) TITLE REFERENCE: VOL.4144 FOL.666 LAST PLAN REFERENCE: LOT 1 ON TP688397Q POSTAL ADDRESS: 23 PRINCESS STREET (at time of subdivision) DRYSDALE, 3222 MGA CO-ORDINATES: E: 287 420 ZONE: 55 (of approx centre of land in plan) N: 5 771 935 GDA 94			MUNICIPALITY: CITY OF GREATER GEELONG	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS DEPTH LIMITATION: DOES NOT APPLY SURVEY: This plan is is not based on survey. STAGING: This is is not a staged subdivision. Planning Permit No. 955/2012 This survey has been connected to permanent marks No(s).13, 30, 40, 50, 234 In Proclaimed Survey Area No.				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of
E-1	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 1 ON THIS PLAN
TGM Group 1/27-31 Myers Street (PO Box 1137) Geelong Vic 3220 T 03 5202 4800 F 03 5202 4981 ABN 11 125 588 461 www.tgmgroup.com		 Geelong Melbourne Ballarat		SURVEYORS FILE REF: 10517-01 DAVID R. RENDLE / VERSION 2
JAS-ANZ Accredited: Quality ISO 9001 - CHAS AS/NZS 4801 - Environment ISO 14001		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 SHEETS PLAN REGISTERED TIME: 5:23 PM DATE: 5/2/18 LJW Assistant Registrar of Titles		

Signed by Council: City of Greater Geelong, Council Ref: 11349, Original Certification: 11/12/2013, Recertification: 22/01/2018, S.O.C.: 22/01/2018



Plan of Subdivision PS716067A
Certifying a New Version of an Existing
Plan (Form 11)



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S042931P
Plan Number: PS716067A
Responsible Authority Name: City of Greater Geelong
Responsible Authority Reference Number 1: 11349
Surveyor's Plan Version: 2

Certification

☒ This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 11/12/2013

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

☐ has not been made at Certification

Digitally signed by Council Delegate: Hugh Griffiths
Organisation: City of Greater Geelong
Date: 22/01/2018

Application by a responsible authority for the recording of an agreement

Section 181 Planning and Environment Act 1987

Form 21

Lodged by:

Name: Harwood Andrews
Phone: 5225 5225
Address: 70 Gheringhap Street, Geelong 3220
Ref: 2SSM:21501690
Customer code: 2235J

Private	AN216949R		
The ir	26/10/2016	\$92.70	173
collec			
Titles			
and is			
maintaining publicly searchable registers and indexes.			

The responsible authority, having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987**, requires a recording to be made in the Register for the land.

Land: *(insert Volume and Folio reference) (if part only, define the part)*

Certificate of title volume 4144 folio 666

Responsible authority: *(name and address)*

Greater Geelong City Council of 30 Gheringhap Street, Geelong 3220

Section and Act under which agreement made:

Section 173 Planning and Environment Act 1987

A copy of the agreement is attached to this application:

Signature for the responsible authority: Rory O'Loghlin

Name of officer: Rory O'Loghlin

Date: 21.10.2016

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26/10/2016 \$92.70 173



**HARWOOD
ANDREWS**

**SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987**

GREATER GEELONG CITY COUNCIL
Responsible Authority

- and -

ROBYN ELIZABETH KANE
Registered Land Owner

in relation to land at:

23 PRINCESS STREET, DRYSDALE

2SSM:21501690

Harwood Andrews
ABN 98 078 868 034
70 Gheringhap Street,
Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

T 03 5225 5225 F 03 5225 5222

AN216949R



THIS AGREEMENT is made the 21 day of October 2016

PARTIES:

1. **Greater Geelong City Council** ABN 18 374 210 672 of 30 Gheringhap Street Geelong 3220
(Responsible Authority)
2. **Robyn Elizabeth Kane** of 23 Princess Street Drysdale 3222
(Owner)

RECITALS:

- R.1. The Owner is the registered proprietor of the land known as 23 Princess Street, Drysdale, being the land described in Certificate of Title volume 4144 folio 666 (**Land**).
- R.2. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.3. The Responsible Authority issued planning permit number 955/2012 on 26 July 2013 allowing a staged four lot plan of subdivision of the Land and demolition of two outbuildings generally in accordance with the endorsed plans (**Permit**).
- R.4. The subdivision allowed by the Permit will create two lots for existing buildings (**Residential Lots**) and two lots intended for future residential subdivision and use (**Superlot**).
- R.5. Condition 2 of the Permit provides as follows:

 '2 *Prior to the issue of the Statement of Compliance for the first stage, the owner must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 to provide development contributions for:*

 (a) *Road and Drainage Works;*

 (b) *Open Spaces Works;*

 (c) *Community Infrastructure;*

 as outlined in the approved Development Plan.

 Note: The agreement does not need to be registered on Lots 1 or 2.
- R.6. The purpose of this Agreement is to defer development contributions payable in respect of the Land under the approved Development Plan until the future development of the Superlot.
- R.7. This Agreement is entered into between the Responsible Authority and the Owner pursuant to section 173 of the Act in order to meet the requirements of condition 2 of the Permit and to achieve the objectives of planning in Victoria.
- R.8. The land is subject to registered mortgage number AE530956U in favour of the Perpetual Ltd, which mortgagee, as evidenced by its consent on the attestation pages, consents to this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:



- 1.1. **Act** means the *Planning and Environment Act 1987*.
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3. **Current Address for Service**
 - 1.3.1. for the Responsible Authority means the address shown on page 1 of this Agreement, or any other principal office address listed on the website of the Responsible Authority; and
 - 1.3.2. for the Owner means the address shown on page 1 of this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land
- 1.4. **Current Email Address for Service**
 - 1.4.1. for the Responsible Authority means statplanning@geelongcity.vic.gov.au, or any other email address listed on the website of the Responsible Authority; and
 - 1.4.2. for the Owner means any email address provided by the Owner to the Responsible Authority for the express purpose of electronic communication regarding this Agreement
- 1.5. **Contact Number for Service**
 - 1.5.1. for the Responsible Authority means 03 5272 4277, or any other facsimile number list on the website for the Responsible Authority; and
 - 1.5.2. for the Owner means any facsimile number provided by the Owner to the Responsible Authority for the express purpose of facsimile communication regarding this Agreement.
- 1.6. **Development Plan** means a development plan approved under the DPO.
- 1.7. **DPO** means schedule 24 of the Development Plan Overlay of the Planning Scheme.
- 1.8. **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Register of Titles as Mortgagee of the Land or any part of it.
- 1.9. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.10. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.
- 1.11. **Party or Parties** means the Owner and the Responsible Authority under this Agreement as appropriate.
- 1.12. **Permit** means the planning permit issued by the Responsible Authority described in Recital R.3 including the plans endorsed under it and as amended from time to time.
- 1.13. **Planning Scheme** means the Greater Geelong Planning Scheme and any successor instrument or other planning scheme which applies to the Land.

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- 1.14. **Residential Lots** means that part of the Land designated as lots 1 and 2 on the plan of subdivision endorsed as part of the Permit.
- 1.15. **Responsible Authority** means Greater Geelong City Council in its capacity as:
- 1.15.1. the authority responsible for administering and enforcing the Planning Scheme; and
 - 1.15.2. a municipal council within the meaning of the *Local Government Act 1989*,
- and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority or municipal council.
- 1.16. **Superlot** means that part of the Land designated as lots S2 and S3 on the plan of subdivision endorsed as part of the Permit.

2. INTERPRETATION

- 2.1. In the interpretation of this Agreement unless inconsistent with the context or subject matter:
- 2.1.1. The singular includes the plural and the plural includes the singular.
 - 2.1.2. A reference to a gender includes a reference to all other genders.
 - 2.1.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
 - 2.1.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
 - 2.1.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
 - 2.1.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
 - 2.1.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
 - 2.1.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
 - 2.1.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.

3. REASONS FOR THE AGREEMENT

- 3.1. The parties acknowledge and agree that this Agreement has been entered into for the following reasons:

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- 3.1.1. Clause 2 of the DPO requires the Responsible Authority to enter into an agreement pursuant to section 173 of the Act to provide for development contributions as a condition of issuing a permit for subdivision;
- 1.2. The owner of the Superlot will be under a continuing obligation to provide development contributions for road and drainage works, open space works and community infrastructure as outlined in the Development Plan;
- 1.3. The Responsible Authority has agreed to waive the liability for community infrastructure contributions in respect of the Residential Lots provided the future obligations in respect to the Superlot are secured by this Agreement; and
- 3.1.4. The Owner has elected to enter into this Agreement in order to:
 - 3.1.4.1. take the benefit of the Permit; and
 - 3.1.4.2. remove the liability under the Development Plan to pay a development contribution in respect to the Residential Lots.

4. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner warrants and covenants with the Responsible Authority that prior to the issue of a statement of compliance under the *Subdivision Act* for any future development of the Superlot, the Owner must pay and/or provide works-in-kind to Council of all contributions payable under the Development Plan in respect of the Superlot.

5. FURTHER COVENANTS OF THE OWNER

The Owner warrants and covenants with the Responsible Authority that:

- 5.1. It is the registered proprietor (or entitled to be so) of the Land.
- 5.2. Save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches.
- 5.3. Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic).
- 5.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement.
- 5.5. It will within 28 days of written demand pay to the Responsible Authority the Responsible Authority's reasonable costs (including legal costs) and expenses of and incidental to the:
 - 5.5.1. negotiation, preparation, execution and recording of this Agreement; and
 - 5.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement.

To the extent that such costs and expenses constitute legal professional costs, the Responsible Authority may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the

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amount of that assessment, with any fee for obtaining such an assessment being borne equally by the Responsible Authority and the Owner. Such costs payable by the Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register.

5.6. It will do all that is necessary to enable the Responsible Authority to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document.

5.7. Until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

6. SPECIFIC OBLIGATIONS OF COUNCIL

Council acknowledges and agrees that it will not require payment of any development contribution in respect to the Residential Lots.

7. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

8. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

9. NO WAIVER

No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

10. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

11. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the addresses of the parties as specified in this Agreement or to such other address or person as any party may specify by notice in writing to the other party or parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

11.1. not later than two business days after being deposited in the mail with postage prepaid;

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- 11.2. when delivered by hand;
- 11.3. if sent by email upon production of a delivery confirmation report received by the sender which records the time the email was delivered unless the sender received a delivery failure notification; or
- 11.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

12. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Responsible Authority its reasonable costs of action taken to achieve compliance with this Agreement.

13. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

14. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

15. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

17. COMMENCEMENT AND ENDING OF AGREEMENT

- 17.1. This Agreement will commence on date that it bears.
- 17.2. This Agreement will end by agreement between the parties or otherwise in accordance with the provisions of the Act.

EXECUTED AS A DEED



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SIGNED SEALED AND DELIVERED on behalf
of the **GREATER GEELONG CITY COUNCIL** by
Peter Bettess, General Manager Planning &
Development
~~Tourism~~, pursuant to an instrument of delegation
authorised by Council resolution, in the presence
of:


P Bettess


Witness

SIGNED SEALED AND DELIVERED by the said
ROBYN ELIZABETH KANE in the presence of:


Robyn Elizabeth Kane


Witness

G. Budge

AN216949R

26/10/2016 \$92.70 173



MORTGAGEE CONSENT

Perpetual Ltd as Mortgagee under Instrument of Mortgage No. AE530956U consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED:

Executed for and on behalf of

Perpetual Ltd

MANAGER

Signed in my presence for and on behalf of Perpetual Limited (ACN 000 431 827) by its Attorneys Carolyn Margaret Luck	
.....and..... Judith D'Silva	
who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that Company as an attorney of the Company for the purposes of the Power of Attorney dated 10 DEC 2012 a certified copy of which is filed in Permanent Order Book No 277 Page 932 Item 18 he/she has no notice of the revocation of his/her powers.	
Signature of Witness	Signature of Attorney
Juan Herrera	cmkaj
Full Name of Witness	Signature of Attorney

Team Leader

AN216949R

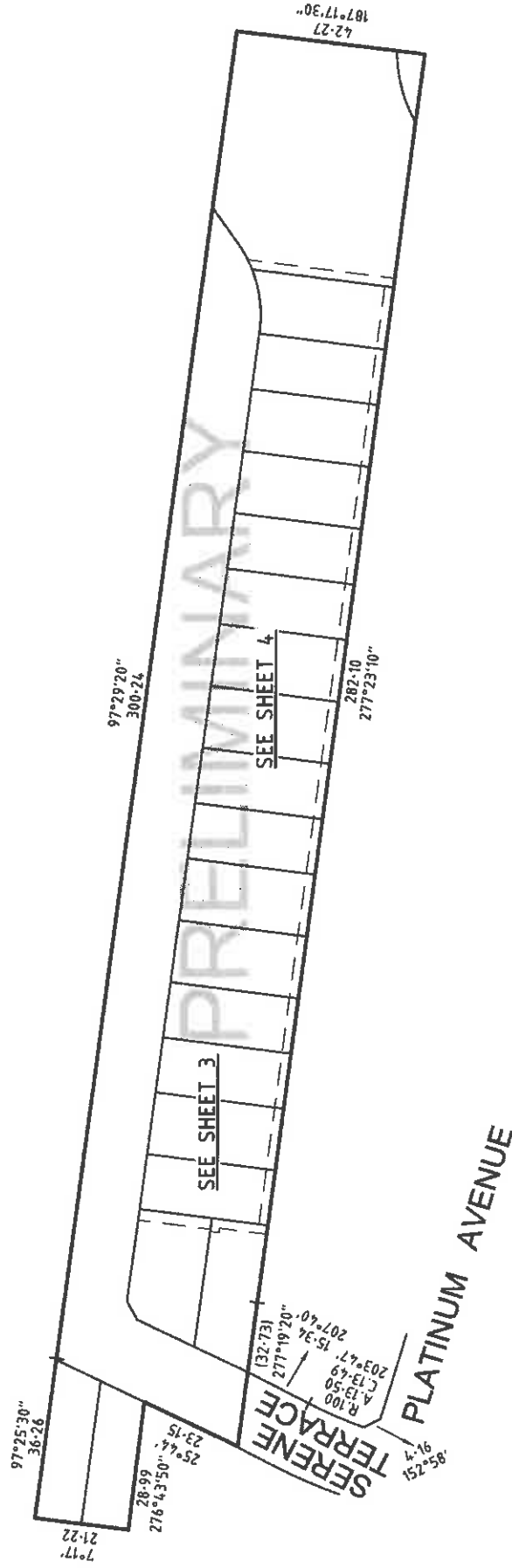
26/10/2016 \$92.70 173



[illegible]

PLAN NUMBER
PS824614T

PRELIMINARY



TG:1 Gtl:ip
1/27-31 Myers Street (PO Box 1137)
Geelong Vic 3220
T 03 5202 4600
F 03 5202 4691
ABN 11 125 568 461
www.tgmgroup.com
JAS-ANZ Accredited. Quality ISO 9001 - CHS AS425 4801 - Environment ISO 14001



SURVEYORS FILE REF: 18038-100

SCALE
1:1000

10 0 10 20 30 40
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

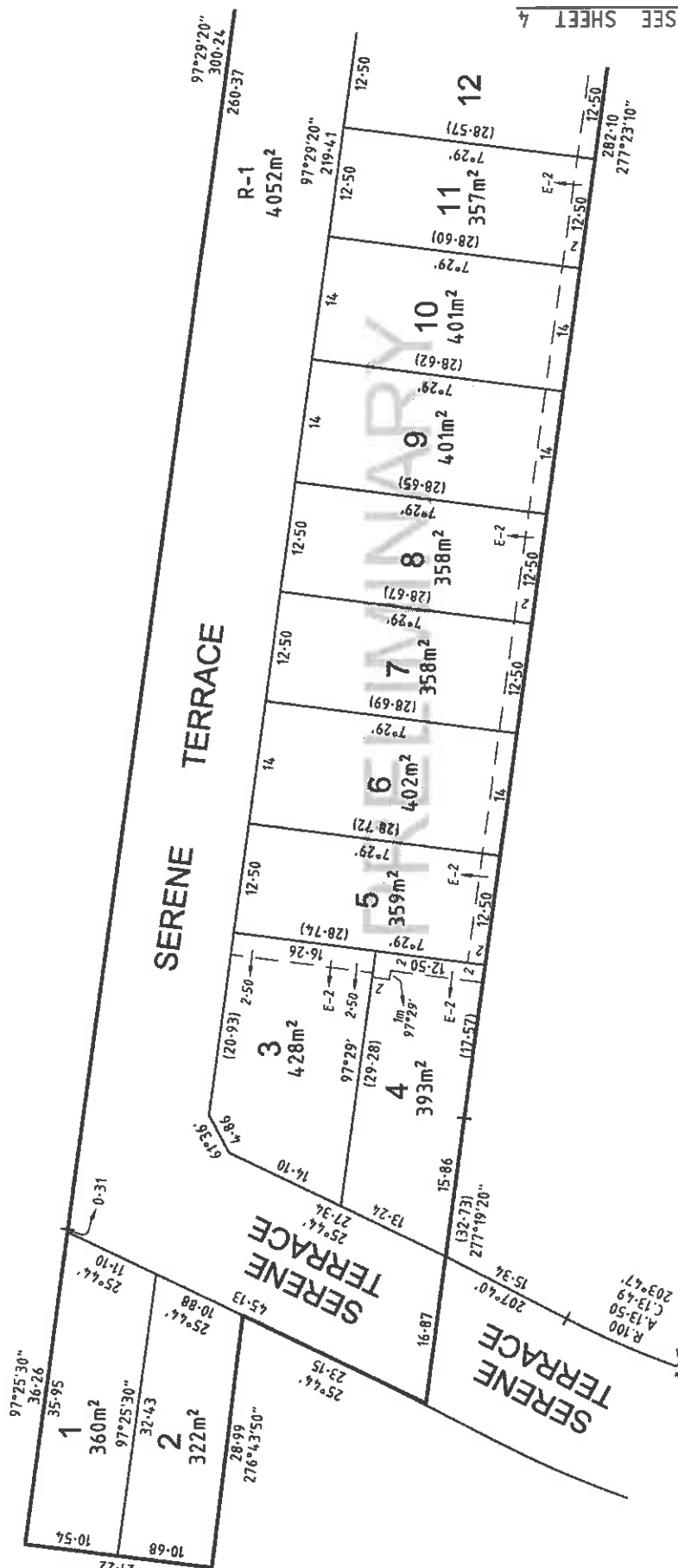
SHEET 2

DAVID R. RENDLE / DRAFT 1

PLAN NUMBER
PS824614T

PRELIMINARY

MGA 94
ZONE 55



PLATINUM AVENUE

TGM Group
1127-31 Myers Street (PO Box 1137)
Geelong Vic 3220
T 03 5202 4800
F 03 5202 4891
ABN 11 125 568 481
www.tgmgroup.com
JAS-ANZ Accredited Quality ISO 9001 - CHAS AS/NZS 4801 - Environment ISO 14001

SURVEYORS FILE REF: 18039-100

SCALE
1:500

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 3

DAVID R. RENDLE / DRAFT 1

PLAN NUMBER
PS824614T



SEE SHEET 3

TGM Group
11/27-31 Myers Street (PO Box 1137)
Geelong Vic 3220
T 03 5202 4800
F 03 5202 4691
RBN 11 125 568 461
www.tgmgroup.com



LAB-ANZ Accredited. Quality ISO 9001 - CH&S AS/NZS 4801 - Environment ISO 14001

SURVEYORS FILE REF: 18039-100

SCALE

DAVID R. RENDLE / DRAFT 1

ORIGINAL SHEET
SIZE: A3



SHEET 4

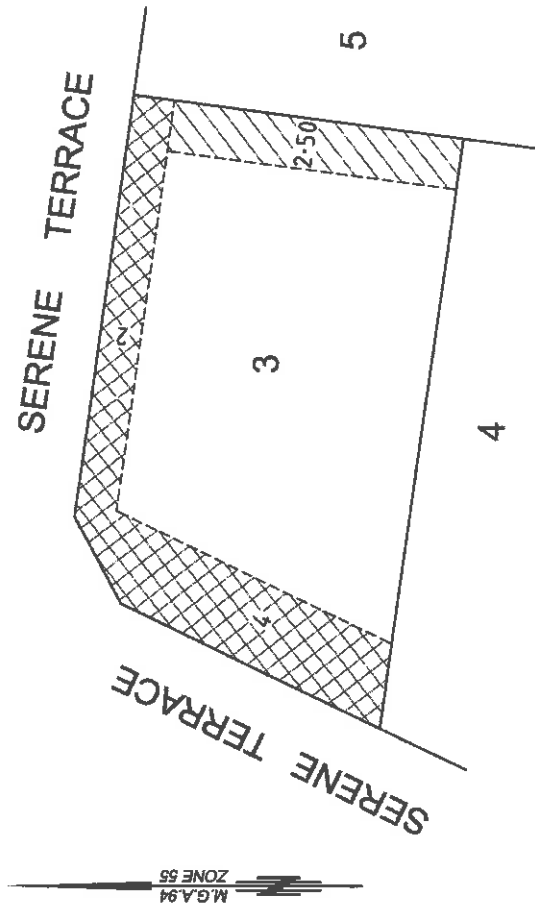
CREATION OF RESTRICTION A.

Upon registration of this plan (PS824614T) the following restriction is created:

Lot/burdened 3
Lot/s benefited 4, 5

DESCRIPTION OF RESTRICTION A.

Dwellings shall not be located in the area shown thus  except Buildings shall not be located in the area shown thus  for allowable encroachments listed in the Building Regulations 2006.



M.G.A. 94
ZONE 55

PRELIMINARY

PLAN NUMBER
PS824614T

CREATION OF RESTRICTION B.

Upon registration of this plan (PS824614T) the following restriction is created:

Land to benefit: Lots 1-20 (both inclusive) on this plan (PS824614T).

Land to be burdened: Lots 1-20 (both inclusive) on this plan (PS824614T).

DESCRIPTION OF RESTRICTION B.

The owners of Lots 1-20 (both inclusive) on this plan (PS824614T).

- shall not allow the erection of more than one dwelling on any single allotment
- subdivide or allow the lot to be subdivided,
- consolidate or allow the lot to be consolidated.

CREATION OF RESTRICTION C.

Upon registration of this plan (PS824614T) the following restriction is created:

Land to be benefited: Lots 1-20 (both inclusive) on this plan (PS824614T)

Land to be burdened: Lots 1-20 (both inclusive) on this plan (PS824614T)

DESCRIPTION OF RESTRICTION C.

The Registered Proprietor/s for the time being of any burdened lot on this plan to which the restriction applies shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with Endorsed Memorandum of Common Provision (MCP) Registered in Dealing No.

The Provisions of the said MCP are incorporated into this Restriction.

TGS: i Group
1/27-31 Myers Street (PO Box 1137)
Geelong Vic 3220
T 03 5202 4800
F 03 5202 4891
ABN 11 125 568 481
www.tgsigroup.com
JAS-ANZ Accredited Quality ISO 9001 - CHAS AS/NZS 4801 - Environment ISO 14001



SURVEYORS FILE REF: 18039-100

SCALE
1:250

2 50 0 2 50 5 7 50 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 5

DAVID R. RENDLE / DRAFT 1

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

Privacy Collection Statement

The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by	
Name:	
Phone:	
Address:	
Reference:	
Customer code:	

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

The following restrictive covenants affects all lots on Plan of Subdivision PS824614T unless otherwise approved by Mollers Lane Developments Pty Ltd in writing.

1. No more than one single dwelling house such expression to include any flat, unit or apartment;
2. No building other than a dwelling house unless not less than 60% of the external walls thereof (excluding windows) shall be constructed of brick, brick veneer, stone, concrete or any combination thereof;
3. The Transferee shall not cause or suffer the use of metal roofing or cladding material on any dwelling, outbuilding, shelter, fence or any structure save where such metal is colourbond or similar non-reflective material;
4. No dwelling house or outbuildings which are not new and which are removed or transported to the burdened land from another place;
5. The Transferee shall not use or allow the use of the land hereby transferred or any dwelling constructed thereon for purpose other than residential purposes;

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

6. The Transferee shall further not subdivide the land hereby transferred in any matter;
7. Leave the land in a state of disrepair, including the presence of excessive weeds or rubbish;
8. Erect, cause or permit to be erected or remain on the land any temporary, relocatable buildings or structures including storerooms, garden sheds, pergolas, swimming pools and spas unless for use in connection with building of the dwelling house;
9. Commence construction or permit the construction of the dwelling house to be commenced unless the builder and all tradesmen engaged in such construction keep the land free of all unnecessary rubbish and waste material and keep and utilize on the land a builder's cage;
10. Permit the deterioration of the land or any of the improvements erected or to be erected thereon and shall maintain the landscape of the land including the accumulation of rubbish weeds or debris to a general standard of the locality acceptable to the Transferor provided that the Transferor shall not act capriciously in determining the standard acceptable to it;

Property Report from www.land.vic.gov.au on 23 July 2018 11:34 AM

Address: 32 SERENE TERRACE DRYSDALE 3222

Lot and Plan Number: Lot S2 PS716067

Standard Parcel Identifier (SPI): S2\PS716067

Local Government (Council): GREATER GEELONG **Council Property Number:** 355329

Directory Reference: Melway 456 K11

This property is not in a designated bushfire prone area.

No 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: BELLARINE

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: [RESIDENTIAL GROWTH ZONE \(RGZ\)](#)
[RESIDENTIAL GROWTH ZONE - SCHEDULE 2 \(RGZ2\)](#)

Planning Overlays: [DEVELOPMENT PLAN OVERLAY \(DPO\)](#)
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 24 \(DPO24\)](#)
[HERITAGE OVERLAY \(HO\)](#)
[HERITAGE OVERLAY SCHEDULE \(HO1620\)](#)

Planning scheme data last updated on 18 July 2018.

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

Area Map



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GREATER GEELONG PLANNING SCHEME

PS Map Ref	Heritage Place	External Paint Controls Apply?	Internal Alteration Controls Apply?	Tree Controls Apply?	Outbuildings or fences not exempt under Clause 43.01-4	Included on the Victorian Heritage Register under the Heritage Act 2017?	Prohibited uses permitted?	Name of Incorporated Plan under Clause 43.01-3	Aboriginal heritage place?
HO1613	McLeods Water Holes Heritage Area Wyndham & Duke Sts, Drysdale	No	No	Yes	No	No	No		Yes
HO1617	Rocky Point Heritage Area Riversdale & Gregory Rds, Newtown	Yes	No	Yes	No	No	No		No
HO1618	Woolen Mills Heritage Area Barwon River, Latrobe Tce, Hampton Street, Rutland Street and Pakington St, Newtown	No	No	Yes	No	No	No		No
HO1620	Drysdale Heritage Area bounded generally by High St, Wyndham St, Clifton Springs Rd, Princess St, Murradoc St and Eversley St, Drysdale	No	No	Yes	No	No	No		No
HO1622	Latrobe Terrace Heritage Area Latrobe Terrace and Aberdeen St, Newtown	No	No	No	No	No	No		No

Planning Property Report

from www.planning.vic.gov.au on 23 July 2018 11:35 AM

Address: 32 SERENE TERRACE DRYSDALE 3222

Lot and Plan Number: Lot S2 PS716067

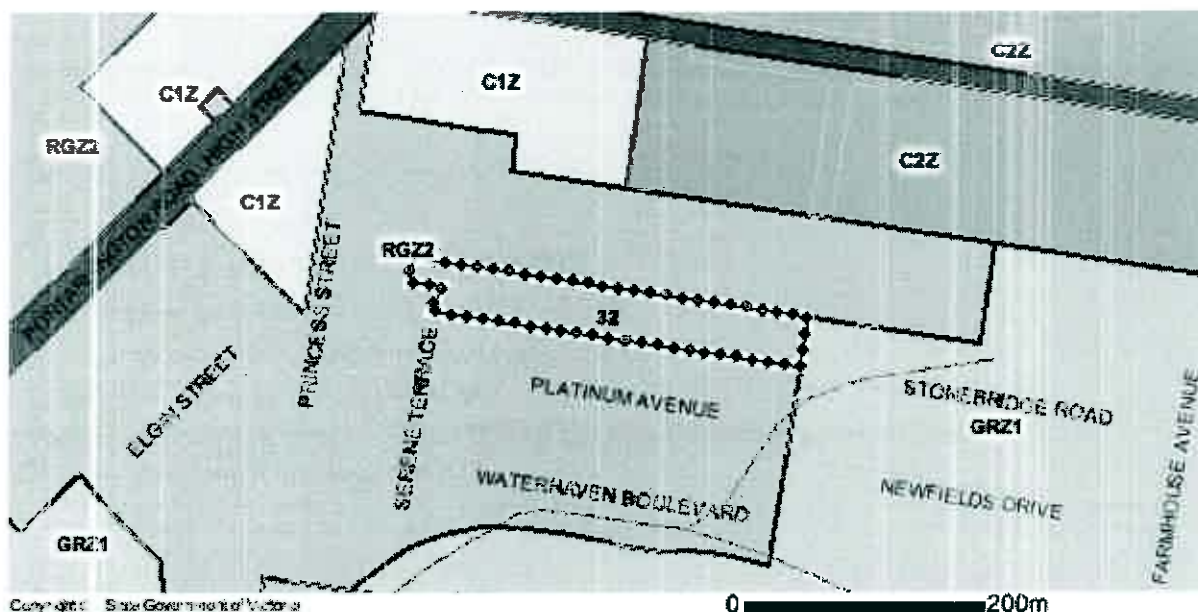
Local Government (Council): GREATER GEELONG Council Property Number: 355329

Directory Reference: Melway 456 K11

Planning Zone

RESIDENTIAL GROWTH ZONE (RGZ)

RESIDENTIAL GROWTH ZONE - SCHEDULE 2 (RGZ2)



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0 200m

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 Overlays

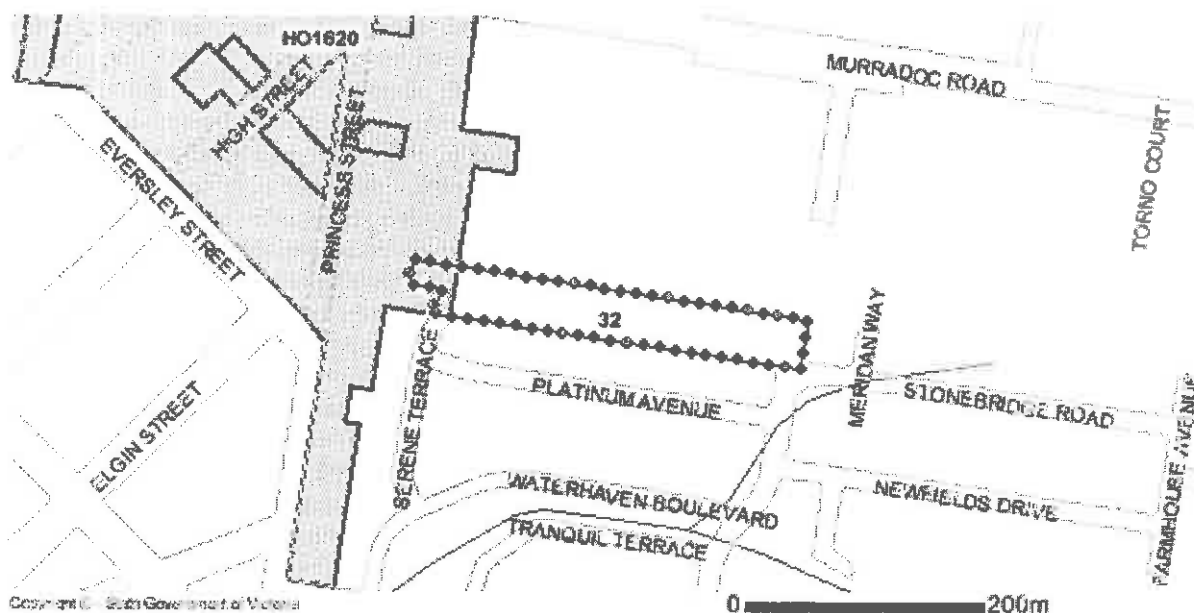
DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 24 (DPO24)



HERITAGE OVERLAY (HO)

HERITAGE OVERLAY SCHEDULE (HO1620)



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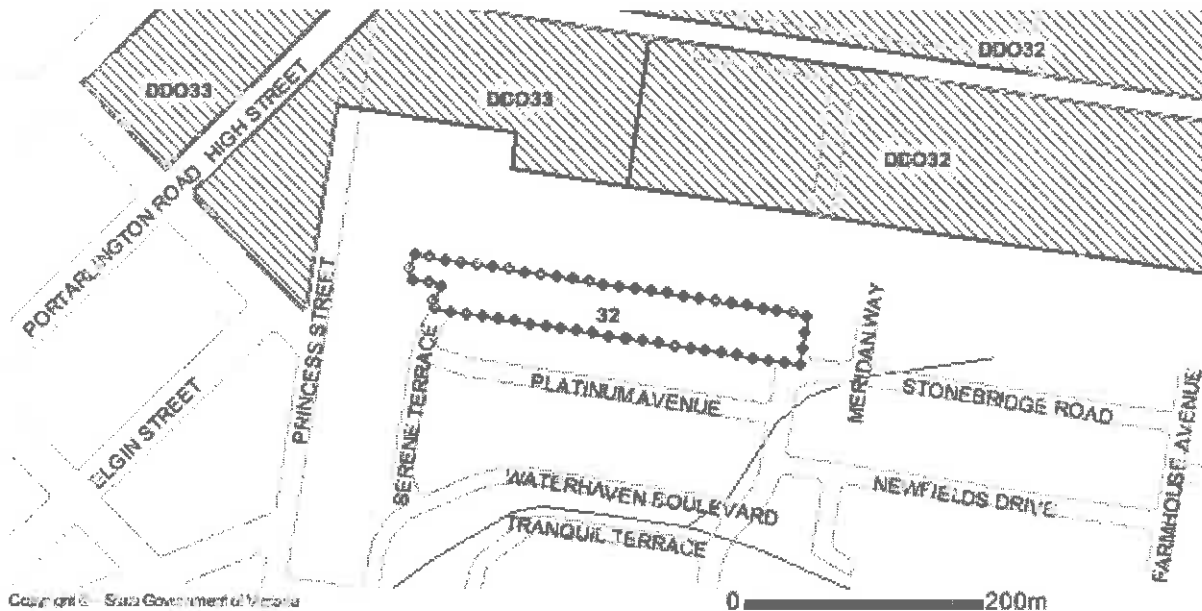
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Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)



Overlays Legend

AEO - Airport Environs	IPD - Incorporated Plan
BMO - Bushfire Management	LSID - Land Subject to Inundation
CLPD - City Link Project	MAEO1 - Melbourne Airport Environs 1
DCPD - Development Contributions Plan	MAEO2 - Melbourne Airport Environs 2
DDO - Design & Development	NCD - Neighbourhood Character
DDOPT - Design & Development Part	PD - Parking
DPO - Development Plan	PAO - Public Acquisition
EAO - Environmental Audit	RO - Restructure
EMO - Erosion Management	RCO - Road Closure
ESO - Environmental Significance	SBO - Special Building
FD - Floodway	SLD - Significant Landscape
HO - Heritage	SMD - Salinity Management
ICPD - Infrastructure Contributions Plan	SRD - State Resource
Railway	VPO - Vegetation Protection
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 18 July 2018.

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 abut the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 23 July 2018 11:35 AM

Address: 32 SERENE TERRACE DRYSDALE 3222

Lot and Plan Number: Lot S2 PS716067

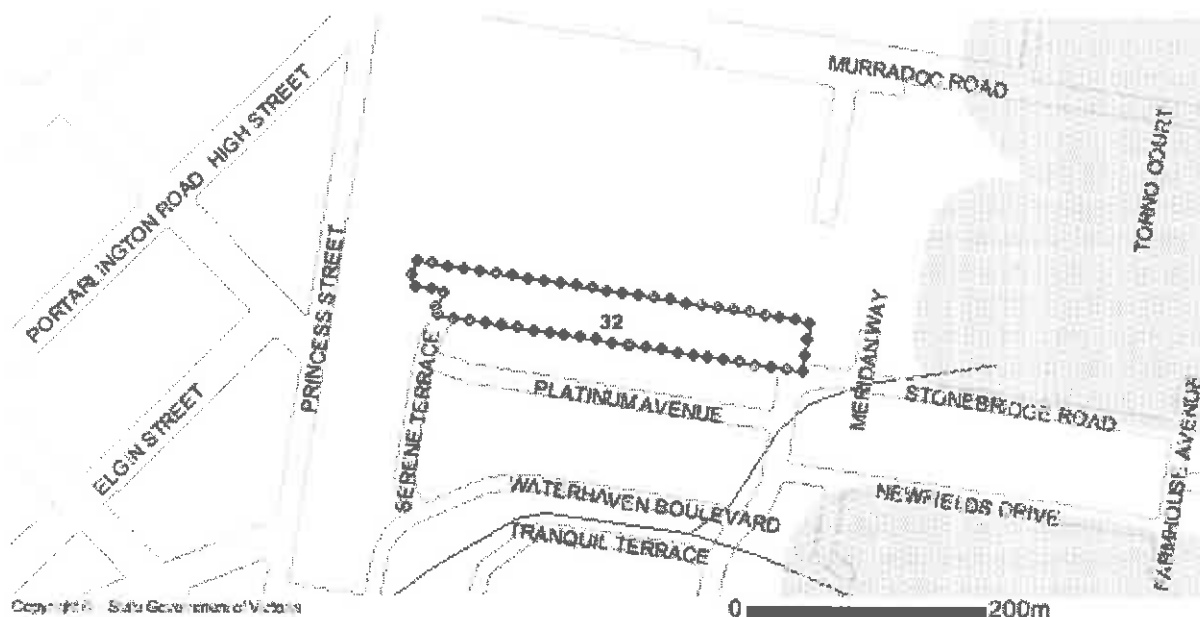
Local Government (Council): GREATER GEELONG Council Property Number: 355329

Directory Reference: Melway 456 K11

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend



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, 2 June 2017, 6 November 2017 and 16 May 2018.

The Building Regulations 2018 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).

LAND INFORMATION CERTIFICATE

In accordance with Section 229 of the Local Government Act 1989

Date of Issue: **11-Jul-2018**

Certificate No: **149815**

Applicants Ref:

52041813:81662762:107174

Assessment Number: 66361

Property Address: **PARENT - 23 Princess Street, DRYSDALE VIC 3222**

Property Description: **15087m2 Lot 1 TP 688697, 7.92m2 Lot 1 TP 953052 Ppsd
Lots 1-2 & Stages 2 & 3 PS 716067**

Ratepayer as per

Council Records: **R E Kane**

Applicant:

**Anstat Pty Ltd
DX 332
MELBOURNE**

Operative Valuation Date:	01-Jul-2018
Level of Valuation Date:	01-Jan-2018
Capital Improved Value:	1,100,000
Site Value:	990,000
Net Annual Value:	55,000

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 or By-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.

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ♦ The current rating year is for the period **01/07/2018 to 30/06/2019**. Lump sum payment - due by **15/02/2019** or by instalment **30/09/2018, 30/11/2018, 28/02/2019 and 31/05/2019**. Interest is chargeable after these dates on any outstanding amount.
- ♦ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

Please Note: Council has no involvement in the settlement process. Therefore, any overpayment of rates at settlement will be refunded to the payee.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue (ie. **09-Oct-2018**) and within the current financial year.

The Local Government Act 1989 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

CITY OF GREATER GEELONG LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 229 of the
Local Government Act 1989

Date of Issue: **11-Jul-2018**

eService

Certificate No: **149815**

Property Address: **PARENT - 23 Princess Street, DRYSDALE VIC 3222**

Assessment Number: **66361.7**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	2,629.00
	State Government Levies	172.80
	Waste Management	316.90
	Municipal Charge	102.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	0.00
	Sundry Charges	0.00
Payment:	Amount Received	0.00
	Overpayment	0.00
	All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	Total Due:	3,220.70

General Notes: Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

Condition:

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the City of Greater Geelong together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.



Authorised Officer



Biller Code: 17475

Reference: 10000663617

Payment via internet or phone banking.
from your cheque or savings account.

Your Ref: 52041813:81662762:107174

Page 2 of 2

Sec 229 LGA