WHITECLELAND
LAWYERS & CONSULTANTS

Contract of Sale & Vendor Statement

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WHITECLELAND

CONTRACT OF SALE OF REAL ESTATE

21 Vista Court, Somerville Victoria 3912

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

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
* Special conditions, if any; and
* General conditions

and in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing-

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

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

SIGNED BY THE PURCHASER .... on........../........../20

print name 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 if none specified)

SIGNED BY THE VENDOR .... on........../........../20
Robert Barton Coles, Catherine Jane Schwarz, Jonathan Robert Coles and Valerie Anne Neil

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

IMPORTANT NOTICE TO PURCHASERS	
Cooling-off period (Section 31 of the Sale of Land Act 1962) 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 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; • the property is used primarily for industrial or commercial purposes; or • the property is more than 20 hectares in size and is used primarily for farming; or • you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or • you are an estate agent or a corporate body.

Particulars of Sale

Vendor's Agent: Address:	**O'Brien Real Estate Somerville** 3/1065 Frankston Flinders Road Somerville Victoria 3912 Tel: 5977 8877 email: shelley.brown@obrienrealestate.com.au
Vendor: Address:	**Robert Barton Coles, Catherine Jane Schwarz, Jonathan Robert Coles and Valerie Anne Neil** c/- 454 Nepean Highway Frankston Victoria 3199
Vendor's legal practitioner: Address:	**White Cleland Pty Ltd** Ref: JMM/391835 PO Box 318, Frankston Vic 3199 Tel: 9783 2323 Fax: 9781 2898 DX: 19916 Frankston email: jaqui@whitecleland.com.au
Purchaser: Address:	
Purchaser's representative: Address:	Tel: DX: email:
Land (refer general conditions 3 and 9):	The land is described in certificate of title **Volume 9154 Folio 404** and includes all improvements and fixtures
Property address:	**21 Vista Court, Somerville Vic 3912**
Goods sold with the land (refer general condition 2.3(f):	All fixed floor coverings, window furnishings and light fittings

Payment			
	Price	$	
	Deposit	$	upon the signing hereof (of which $ has been paid)
	Balance	$	payable at settlement

GST (refer to general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box :	*
If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box:	*
If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:	*

Vendor GST withholding notice - Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of this property.

Settlement is due on: (general condition 10)	The day of 20

Lease (refer to general condition 13)

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 :

As per the attached copy lease/residential tenancy agreement

Terms contract (refer to 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 (refer to 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

Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and the following special conditions apply if the box is marked "EC".

EC

EC1. 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.*

EC2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.

EC3. Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law,*

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law,* and

(c) conduct the transaction in accordance with the *Electronic Conveyancing National Law.*

EC4. 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.

EC5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

EC6. Settlement occurs when the workspace records that:

(a) the exchange of funds of value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

EC7. The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible -

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4:00pm, or 6:00pm if the nominated time for settlement is after 4:00pm.

EC8. Each party must do everything reasonably necessary to assist the other party to trance and identify the recipient of any mistake payment and to recover the mistake payment.

EC9. The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and keys if not delivered to the estate agent, to the vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

EC10. 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.

CONTRACT OF SALE OF REAL ESTATE – SPECIAL CONDITIONS

AUCTION

1. The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

TITLE

Circumstances of Property, Improvements & Goods

2. The Purchaser purchases the Property in its present condition and subject to all applicable building and planning controls. The Vendor will not be required to procure any permits, approvals or inspections in relation to the Property and the Purchaser shall not make any objections or claim any compensation and will not be entitled to rescind or terminate or delay completion, by reason of the lack of any permits, approvals or inspections in relation to the Property.

3. The Purchaser acknowledges that it has satisfied itself as to the nature, quality and condition of the Improvements and Goods sold with the Property and purchases the Property and Goods in their state, repair and condition as at the day of sale. The Vendor makes no warranty or representation as to the working order, state, repair or condition of the Property, Improvements and Goods.

Submission of Transfer

4. Deleted.

5. Deleted.

MONEY

Stakeholding

6. General condition 12.4 is added:

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

Submission of Adjustment Statement

7. If the Purchaser fails to deliver an Adjustment Statement (detailing adjustments to apply at settlement in accordance with GC15) at least 5 days before the Settlement Date the Vendor will not be required to settle until 5 days after delivery of that document and the Purchaser will be deemed to have made default in payment of the Residue from the Settlement Date until the actual day of settlement.

Foreign Resident Capital Gains Withholding

8. If this transaction is subject to the Foreign Resident Capital Gains Withholding requirements, the following applies:

a. 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.

b. 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 1to the *Taxation Administration Act 1953 (Cth).* The specified period in the clearance certificate must include the actual date of settlement.

c. 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 has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

d. 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.

e. The purchaser must:

   i. 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

   ii. ensure that the representative does so.

f. 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:

   i. pay, or ensure payment of, the amount to the Commissioner in the matter 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;

   ii. promptly provide the vendor with proof of payment; and

   iii. otherwise comply, or ensure compliance with, this special condition;

   despite:

   iv. any contrary instructions, other than from both the purchaser and the vendor; and

   v. any other provision in this contract to the contrary.

g. The representative is taken to have complied with the obligations in sub-paragraph (f) of this special condition if:

   i. 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

   ii. the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

h. 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.

i. The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth).* The information must be provided within 5 business day of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

j. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

GST Withholding

9. General condition 15B is added:

15B. GST WITHHOLDING

15B.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 general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

15B.2 This general condition 15B 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 general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.

15B.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.

15B.4 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

15B.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:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(a) 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

(b) otherwise comply, or ensure compliance, with this general condition;

despite:

(c) any contrary instructions, other than from both the purchaser and the vendor; and

(d) any other provision in this contract to the contrary.

15B.6 The representative is taken to have complied with requirements of general condition 15B.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

(a) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15B.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

(a) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

(b) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(c) 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.

15B.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.

15B.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

(a) 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.

15B.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

(a) 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.

15B.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 general condition 15B.10; or

(a) 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.

15B.12 This general condition will not merge on settlement.

TRANSACTIONAL

Foreign Acquisitions and Takeovers Act

10. The Purchaser warrants that the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) does not apply to the Purchaser or to this purchase. In the event that the Foreign Takeovers Act 1975 applies to the Purchaser and to this purchase, in breach of warranty contained in this Clause, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.

Guarantee

11. General Condition 20 is deleted.

12. If the Purchaser or any substitute Purchaser under this contract is or includes a proprietary limited company, the Purchaser shall within 7 days of the day of sale procure the execution of a guarantee (in the form annexed hereto) by each of the directors of such company.

13. The failure by any person required under this Contract to execute a guarantee within the time stipulated shall entitle the Vendor to rescind this Contract forthwith by written notice to the Purchaser.

No Merger

14. Any provision of this contract capable of having effect after the settlement date does not merge upon settlement but continues in full force and effect.

Entire Agreement

15. The parties agree and declare that there are no conditions, warranties or other terms affecting the sale other than those embodied in this Contract and the Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or the Agent except such as are made conditions of this Contract.

CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

Part 2 being form 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 - as amended

TITLE

1. ENCUMBRANCES

1.1 The purchaser buys the property subject to:
   (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
   (b) any reservations in the crown grant; and
   (c) any lease referred to in the particulars of sale.

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

1 3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

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

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

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

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
   (a) public rights of way over the land;
   (b) easements over the land;
   (c) lease or other possessory agreement affecting the land;
   (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
   (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
   (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner: and
   (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
   (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.1 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
   (a) 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.

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
(b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives:
(a) a release from the secured party releasing the property from the security interest; or
(b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
(c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
(a) that:
(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7,4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
(b) any reasonable costs incurred by the vendor as a result of the delay

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958.**

9.1 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.

9.2 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.3 The purchaser is taken to have accepted the vendor's title if:
(a) 21 days have elapsed since the day of sale; and
(a) 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
(a) 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.

9.6 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.

10.2 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:
(a) to the vendor's licensed estate agent; or
(a) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
(b) 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
(a) 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
(a) 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
(a) by cheque drawn on an authorised deposit-taking institution; or
(b) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

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

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
(a) if the particulars of sale specify that the supply made under this contract is a farming business and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
(b) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.2 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.

13.3 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
(a) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
(b) 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.

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

13.7 In this general condition:
(a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
(a) '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.

15.1 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

(a) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and

(b) the vendor is taken to own the land as a resident Australian beneficial owner; and

(c) 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.

16.1 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.

17.1 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

(a) by pre-paid post; or

(b) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(c) by email.

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

18. Nominee

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

19. Liability of signatory

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962;** and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (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.

24.1 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.

24.2 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.

24.3 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.

24.4 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.

24.5 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

(a) 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 served and fails to comply with a written default notice.

27.2 The default notice must:
(a) specify the particulars of the default; and
(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of service of the notice being given -
(i) the default is remedied; and
(i) 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.

28.1 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
(a) all those amounts are a charge on the land until payment; and
(b) 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
(a) the vendor is entitled to possession of the property; and
(b) 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
(i) 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
(d) 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

In consideration of the Vendor selling to the Purchaser at our request the Property for the price and upon the terms and conditions detailed in this Contract of Sale ("the Contract"):

I / We ....

of ....

hereby covenant for our self/ourselves and my/our executors and administrators with the Vendor that if at any time any default is made in the payment of any part of the purchase price or of any other moneys payable by the Purchaser to the Vendor under the Contract or in the performance or observance of any of the terms or conditions of the Contract I/we will forthwith on demand by the Vendor pay the whole or such part of the purchase price or other moneys as shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest and other moneys payable under the Contract and against all losses and 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 shall not be released by any neglect or forbearance on the part of the Vendor in taking any action to enforce its rights under the Contract or this Guarantee or by any extension of time given to the Purchaser for payment of any moneys payable under the Contract or for the performance or observance of any of the agreements obligations or conditions under the Contract or by any other act or thing which under the laws relating to sureties would but for this provision have the effect of releasing me/us or my/our executors or administrators as the case may be.

This guarantee has been executed the day of 20

Signed by the said)
)
....)
in the presence of:)

....
Witness

Signed by the said)
)
....)
in the presence of:)

....
Witness

WHITECLELAND

VENDOR STATEMENT

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land: **21 Vista Court Somerville Victoria 3912**

Being Lot 21 on Plan of Subdivision 117745 and being the whole of the land more particularly described in Certificate of Title Volume 9154 Folio 404

Vendor's Name/s: **Robert Barton Coles, Catherine Jane Schwarz, Jonathan Robert Coles and Valerie Anne Neil**

Date: ______________________________

Vendor's Signature/s: ______________________________

Purchaser's Name/s: ______________________________

Date: ______________________________

Purchaser's Signature/s ______________________________

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

Not applicable.

1.3 **Terms Contract**

Not Applicable

1.4 **Sale Subject to Mortgage**

Not Applicable

1.5 **Release of deposit moneys - Section 27 of the Sale of Land Act.**

The Vendor hereby notifies the Purchaser that there is no mortgage affecting the land and that, to the Vendor's knowledge, no caveat has been lodged under the Transfer of Land Act against the title. By signing this Statement the Purchaser acknowledges receipt of these particulars pursuant to section 27(3) of the *Sale of Land Act* 1962.

2 INSURANCE

2.1 Damage and Destruction

The land remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits

2.2 Owner-Builder

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

is in the attached copies of title documents.

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

There are none to the Vendor's knowledge.

3.2 Road Access

There is access to the land by road

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993

3.4 Planning Scheme

Attached is a certificate with the required specific information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

There are NO notices, orders, declarations, reports or recommendations of a public authority or government department or approved proposals directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

4.3 Compulsory Acquisition

There are NO notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986.

5. BUILDING PERMITS

5.1 Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years

As contained in the attached certificates and searches.

6. OWNERS CORPORATION

Not applicable

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not applicable

8. SERVICES

The following services are NOT connected to the land:

- Sewerage
- Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 **Registered Title**

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

10. SUBDIVISION - UNREGISTERED, STAGED or FURTHER PROPOSAL

Not applicable.

11. DISCLOSURE OF ENERGY INFORMATION

Not applicable.

12. DUE DILIGENCE CHECKLIST

A prescribed Due Diligence Checklist is attached to this Vendor Statement.

13. ATTACHMENTS

Various title documents, statutory certificates and other documents referred to in the Vendor Statement are attached.

WHITECLELAND
Lawyers & Consultants

Level 3, 454 Nepean Highway, Frankston
PO Box 318, Frankston Victoria 3199
Tel: 03 9783 2323 Fax: 03 9781 2898 DX: 19916 Frankston
Ref: JM /391539 Email: jaqui@whitecleland.com.au

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 09154 FOLIO 404

Security no : 124080295034S
Produced 18/11/2019 04:25 PM

LAND DESCRIPTION

Lot 21 on Plan of Subdivision 117745.
PARENT TITLES :
Volume 08668 Folio 790   Volume 08841 Folio 260
Created by instrument LP117745 23/07/1976

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ROBERT BARTON COLES of 4 PASTONS GROVE MOUNT MARTHA VIC 3934
CATHERINE JANE SCHWARZ of 1123 LOOFS ROAD NARING VIC 3636
JONATHAN ROBERT COLES of 9 PHILLIP STREET BENTLEIGH VIC 3204
VALERIE ANNE NEIL of 6 CURLEW STREET SPPRINGFIELD QLD 4300
AS618599H 15/10/2019

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT G398619 12/11/1976

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

DIAGRAM LOCATION

SEE LP117745 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AS413289R (E)	CAVEAT	Registered	06/08/2019
AS618597M (E)	WITHDRAWAL OF CAVEAT	Registered	15/10/2019
AS618598K (E)	DISCHARGE OF MORTGAGE	Registered	15/10/2019
AS618599H (E)	TRANSFER	Registered	15/10/2019

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

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

Street Address: 21 VISTA COURT SOMERVILLE VIC 3912

ADMINISTRATIVE NOTICES

NIL

eCT Control   17973L WHITE CLELAND PTY LTD
Effective from 15/10/2019

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**plan**
Document Identification	**LP117745**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**13/09/2019 08:30**

11745

LP117745

EDITION 2

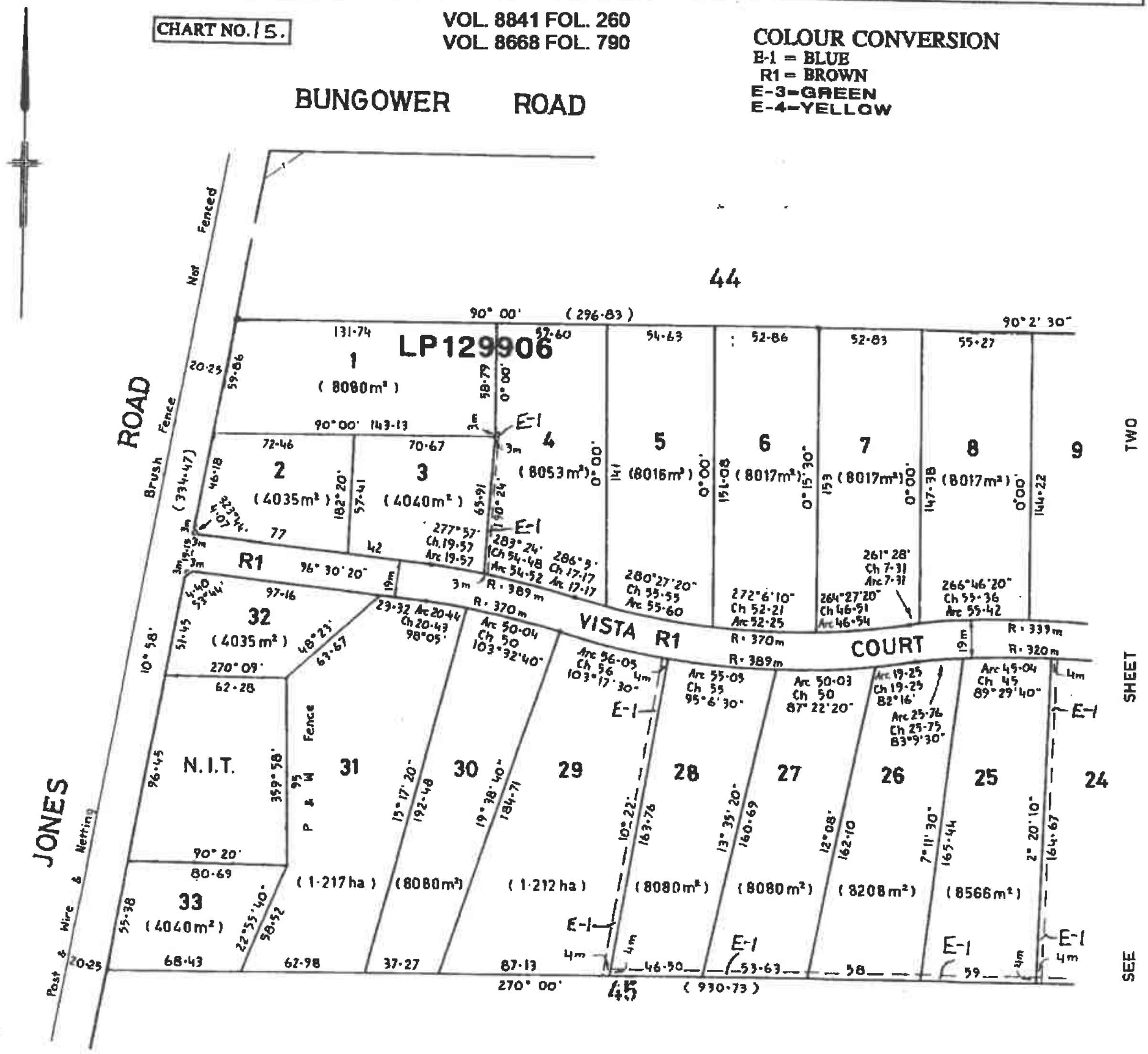
APPROVED 29/4/76

PLAN OF SUBDIVISION OF	APPROPRIATIONS	ENCUMBRANCES & OTHER NOTATIONS
PART OF CROWN ALLOTMENT 45 PARISH OF TYABB COUNTY OF MORNINGTON **Measurements are in Feet & Inches** Conversion Factor FEET X 0.3048 = METRES	BROWN - Way Drainage and Sewerage Easement BLUE - Drainage and Sewerage Easement GREEN - Drainage and Sewerage YELLOW - Water Supply, Drainage, Sewerage	E-4, Electricity supply in favour of C/T Vol 9208 Fol 935 created by Inst K147228

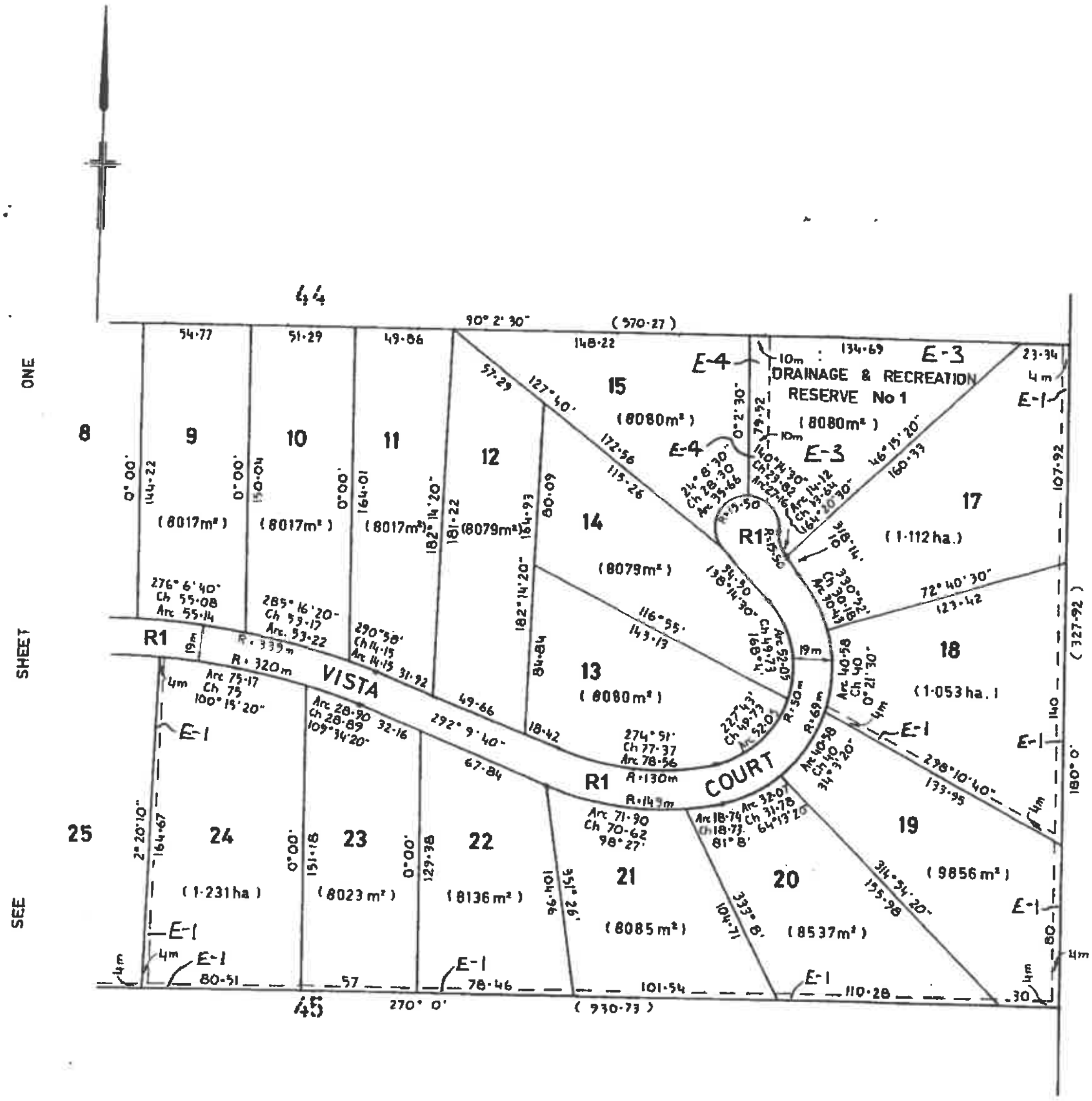
CHART NO. 15.

VOL. 8841 FOL. 260
VOL. 8668 FOL. 790

COLOUR CONVERSION
E-1 = BLUE
R1 = BROWN
E-3 = GREEN
E-4 = YELLOW



2 SHEETS
SHEET 1



......2.....SHEETS	
SHEET...2.......	

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER
LP117745

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
E-4		ADDITIONAL EASEMENT ADDED VIDE INSTR. K147228	AG617342H	8/7/09	2	M.V

Imaged Document Cover Sheet

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

Document Type	**Instrument**
Document Identification	**G398619**
Number of Pages (excluding this cover sheet)	**4**
Document Assembled	**18/11/2019 16:32**

G398619 LEGAL DEPARTMENT
STATE SAVINGS BANK OF VICTORIA G398619
P.O. BOX 1964 R
MELBOURNE 3001

~~M.A. WHITE, CLELAND & ASSOCIATES~~ REGD

VICTORIA

TRANSFER OF LAND

A.S.L. DEVELOPMENTS LIMITED of 37 Drummond Street Carlton, being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of TWENTY TWO THOUSAND NINE HUNDRED DOLLARS ($22,900.00) paid to it by JAMES HITCHCOCK MURRAY Personnel Manager and CORALIE ANNE MURRAY Teacher both of 1342 Nepean Highway Mount Eliza, DOTH HEREBY TRANSFER to the said JAMES HITCHCOCK MURRAY and CORALIE ANNE MURRAY ALL its estate and interest in ALL THAT piece of land being Lot 21 on Plan of Subdivision No. 117745 lodged in the Office of Titles whole 9154/404 Parish of Tyabb. The said Transferees with the intention that the benefit of this covenant shall be attached to and run at law and in equity with each and every Lot on the said Plan of Subdivision other than the said Lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said Lot doth hereby for themselves, their heirs, executors, administrators and transferees the registered proprietor or proprietors for the time being of the Lot hereby transferred Covenant with the said Transferors and their respective heirs, executors, administrators and transferees or other the registered proprietor or proprietors for the time being of each and every Lot on the said Plan of Subdivision or any part thereof other than the Lot hereby transferred that the said transferees their heirs, executors, administrators and transferees shall not at any time build construct or erect or cause to be built constructed or erected on the said Lot hereby transferred or any part thereof any dwelling having external walls of any material other than brick, brick veneer or stone, and it is intended that the above Covenant shall appear as an encumbrance on the Certificate of Title to be issued in respect of the land hereby transferred.

DATED the 12th day of May One thousand nine hundred and seventy-six.

SIGNED by A.S.L. DEVELOPMENTS LIMITED by its Attorneys HERMAN SIMON GRINBLAT and PETER DAMIEN HENDERSON under Power of Attorney No. 206310 in the presence of:) [signatures]

J Kidd

A memorandum of the within instrument has been entered in the Register Book.

A.G.L. OFFICE OF TITLES

JUN-30-76 551329 55277

4458-

17/11/76

DG398619-1-1

SIGNED in Victoria by the said JAMES HITCHCOCK MURRAY in the presence of: Wellings)

SIGNED in Victoria by the said CORALIE ANNE MURRAY in the presence of: Wellings)

C A Murray

ENCUMBRANCES REFERRED TO:

The encumbrances (if any) as set out at the foot of the Certificate of Title to the said land.

DG398619-2-7

P/S 117745

TO: The Registrar of Titles,
MELBOURNE.

Please register this Transfer and upon completion hand new title to issue to the lodging party returning control of parent title to Braham & Pirani.

......Braham & Pirani......

DATED 1976.

A.S.L. DEVELOPMENTS LIMITED

\- to -

J.H. & C.A. MURRAY

TRANSFER OF LAND

M.A. WHITE, CLELAND & ASSOCIATES,
Solicitors,
94 Young Street,
FRANKSTON. VIC. 3199.
Telephone: 783 2323*

SH:BF

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

White Cleland C/- InfoTrack (FilePro)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 21 21 VISTA COURT
SOMERVILLE 3912
21 LP 117745

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03B//01934/20	LANDATA CER 33561542-025-8	18 NOV 2019	35162773

1. Statement of Fees Imposed

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2019 to 30/06/2020	$79.02
Melbourne Water Corporation Total Service Charges	01/10/2019 to 31/12/2019	$25.52

(b) By South East Water

Water Service Charge	01/10/2019 to 31/12/2019	$29.18
Subtotal Service Charges		$133.72
Payments		$133.72
	TOTAL UNPAID BALANCE	$0.00

- The meter at the property was last read on 15/10/2019. Fees accrued since that date may be estimated by reference to the following historical information about the property:
- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): **https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update**

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at ***www.southeastwater.com.au***.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement.

AUTHORISED OFFICER:

TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

South East Water

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

AUTHORISED OFFICER:

TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

ASSET INFORMATION - SEWER & DRAINAGE

South East Water

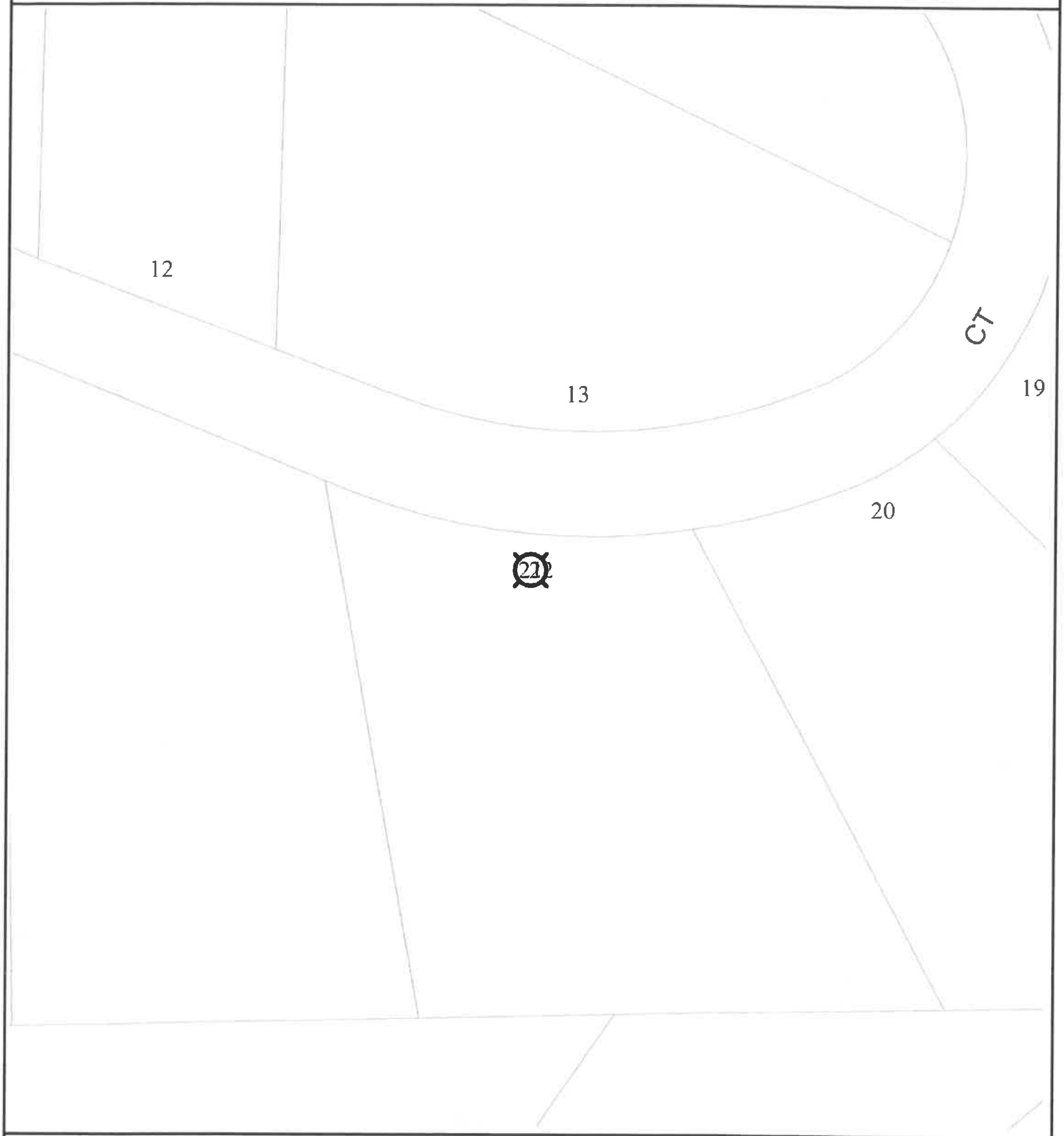
Property: Lot 21 21 VISTA COURT SOMERVILLE 3912

Case Number: 35162773

20 0 20 40
Scale in Metres

Date: 18NOVEMBER2019

N



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main	Inspection Shaft
Easement	225 VC / 280 MOR Direction of Flow	<1.0> Offset from Boundary

Melbourne Water Assets

Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.

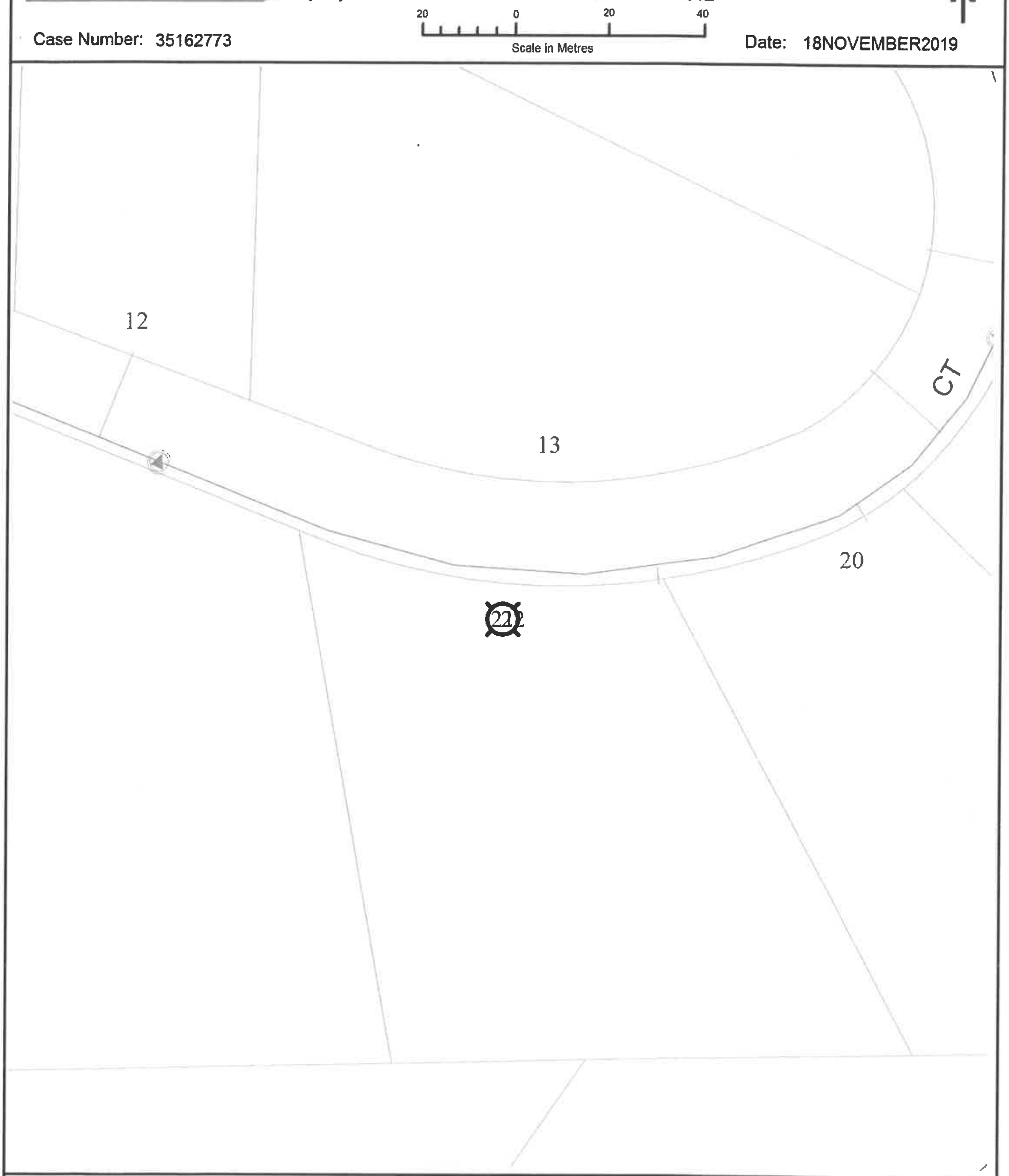
ASSET INFORMATION - WATER

South East Water

Property: Lot 21 21 VISTA COURT SOMERVILLE 3912

Case Number: 35162773

Date: 18NOVEMBER2019



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LEGEND

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Water Main Valve	Fireplug/Washout
Easement	100 CICL 26.9.1975 Water Main	~ 1.0 Offset from Boundary
		Electrolysis

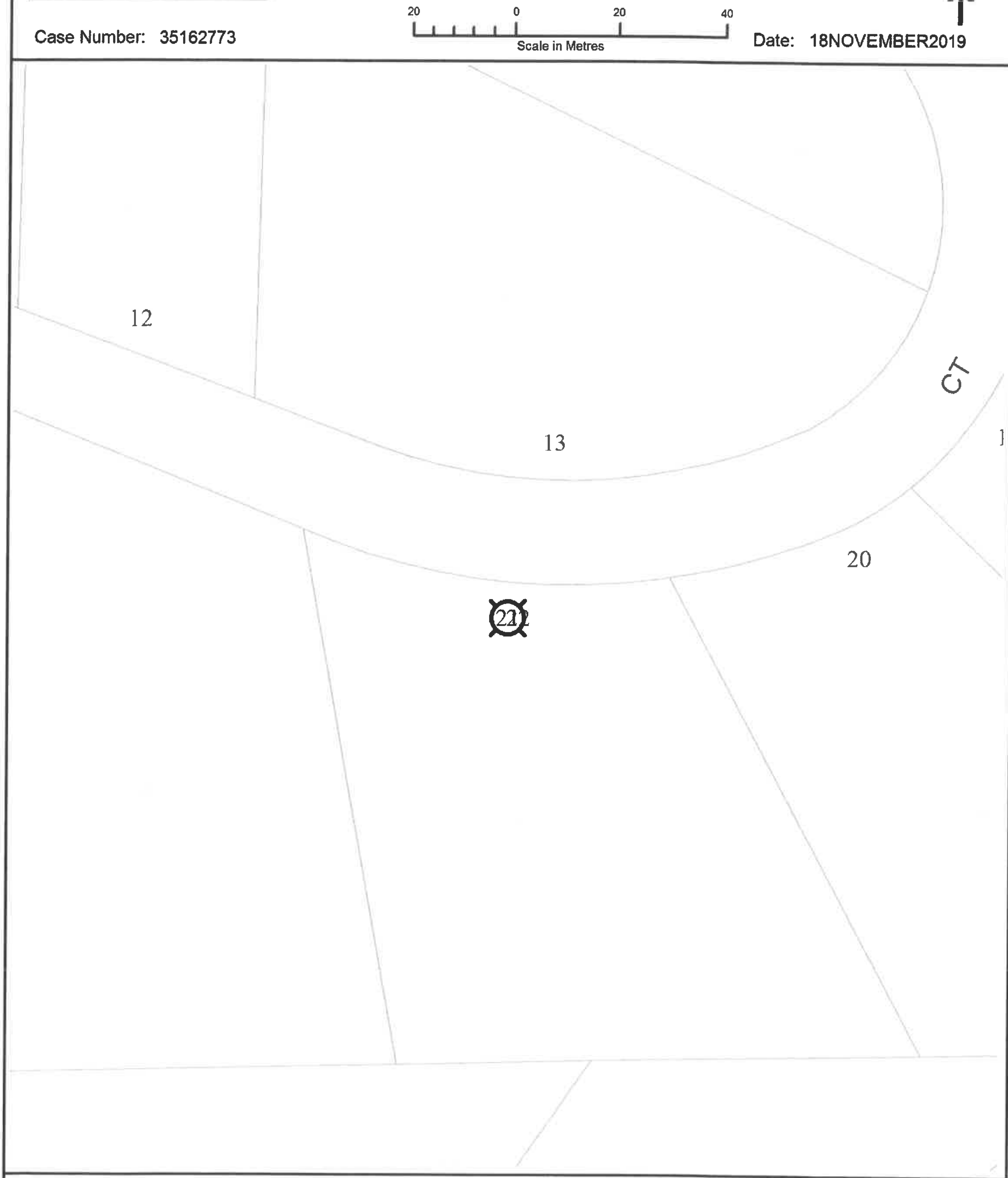
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 21 21 VISTA COURT SOMERVILLE 3912

Case Number: 35162773

Date: 18NOVEMBER2019



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LEGEND

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Recycled Water Main Valve	Fireplug/Washout
Easement	100 CICL 26.9.1975 Recycled Water Main	~ 1.0 Offset from Boundary

MORNINGTON PENINSULA
Shire

Property No: 94184
Issue Date: **13 September 2019**

Certificate No: **BLIC01416/20**
Receipt No:

Applicant's Name:

White Cleland
Landata
2 Lonsdale Street
MELBOURNE VIC 3000

Your Reference: ***355279***

LAND INFORMATION CERTIFICATE
Section 229 Local Government Act, 1989

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

Property Address: 21 Vista Court SOMERVILLE VIC 3912

Legal Description: Lot 21 LP 117745 Vol 9154 Fol 404

* RATES, CHARGES AND OTHER MONIES *
For Year Ending 30th June 2020

Current Year's Rates	
General Rates	**1695.55**
Waste Service Charge	**285.00**
Fire Services Levy	**178.95**
Green Waste Bins	**135.00**
Balance Outstanding	**$2294.50**

Valuations:
Level of Value Date: **01/01/2019** Effective Date: **01/07/2019**

Site Value: **705000** Capital Improved Value: **1030000** Net Annual Value: **51500**

1. This certificate may be updated verbally to the person to whom it was issued within a period of 90 days from date of issue.
2. In accordance with Section 175 (1) Local Government Act 1989, the purchaser must pay any current rate or charge on the land and any arrears of rates and charges (including interest) which are due and payable.

Note: Green Waste Bin will remain at the property following settlement, unless otherwise notified.
Note: Floodprone - Land liable to flooding

For further information, please contact Council's Revenue Team on (03) 5950 1080.

Payment Details – PEXA

B PAY

Biller Code: 304618
Ref: 4000941847

Authorised Officer

MORNINGTON
PENINSULA
Shire

PEXA Settlement via BPAY

After a review of settlement payments to Council and to improve our processes in receiving settlement payments, you are now able to pay them via BPAY.

A new biller code has been created specifically for settlements which will allow us to identify settlement payments versus general rate payments.

Each Reference Number will be unique for the property and will be included on the Land Information Certificate (LIC).

Settlement Biller Code: 304618 (see sample below). **Refer to first page for the actual reference number.**

B PAY

Biller Code: 304618
Ref: 400XXXXXXX

Please ensure that the new biller code is used, and every reference number is checked against the LIC prior to making payment, to ensure correct allocation of payment.

Should you require further information or have any questions, please call Revenue on 5950 1080, thank you.

Yours faithfully

Vanessa Lawless
Revenue Management Team Leader

Land Tax Clearance Certificate

Land Tax Act 2005

STATE REVENUE OFFICE VICTORIA

INFOTRACK / WHITE CLELAND

Your Reference:	391539
Certificate No:	31840435
Issue Date:	13 SEP 2019
Enquiries:	ESYSPROD

Land Address: 21 VISTA COURT SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
1779175	21	117745	9154	404	$0.00

Vendor: DARREN HANNA

Purchaser: LOIS COLES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR DARREN JAMES HANNA	2019	$610,000	$0.00	$0.00	$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

CAPITAL IMP VALUE:	$875,000
SITE VALUE:	$610,000
AMOUNT PAYABLE:	**$0.00**

Paul Broderick
Commissioner of State Revenue

Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 31840435

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.

2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.

3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.

4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.

5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.

6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.

7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
   a. vendor, or
   b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.

8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.

9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.

10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.

11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.

12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

13. You can request a free update of a Land Tax Clearance Certificate via our website if:
    - there is no change to the parties involved in the transaction, and
    - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,025.00

Taxable Value = $610,000

Calculated as $975 plus ($610,000 - $600,000) multiplied by 0.500 cents.

Land Tax Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 31840435

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 31840435

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

Land Tax Clearance Certificate updates are available at **sro.vic.gov.au/landtaxcertificate**

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

608589

APPLICANT'S NAME & ADDRESS

WHITE CLELAND C/- INFOTRACK (FILEPRO) C/- LANDATA
MELBOURNE

VENDOR

HANNA, DARREN JAMES

PURCHASER

COLES, LOIS

REFERENCE

355279

This certificate is issued for:
LOT 21 PLAN LP117745 ALSO KNOWN AS 21 VISTA COURT SOMERVILLE
MORNINGTON PENINSULA SHIRE

The land is covered by the:
MORNINGTON PENINSULA PLANNING SCHEME

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

The land:

- is included in a	LOW DENSITY RESIDENTIAL ZONE
- is within a	VEGETATION PROTECTION OVERLAY - SCHEDULE 1
and a	DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 6

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/morningtonpeninsula)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
(http://vhd.heritage.vic.gov.au/)

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

13 September 2019

Hon. Richard Wynne MP
Minister for Planning

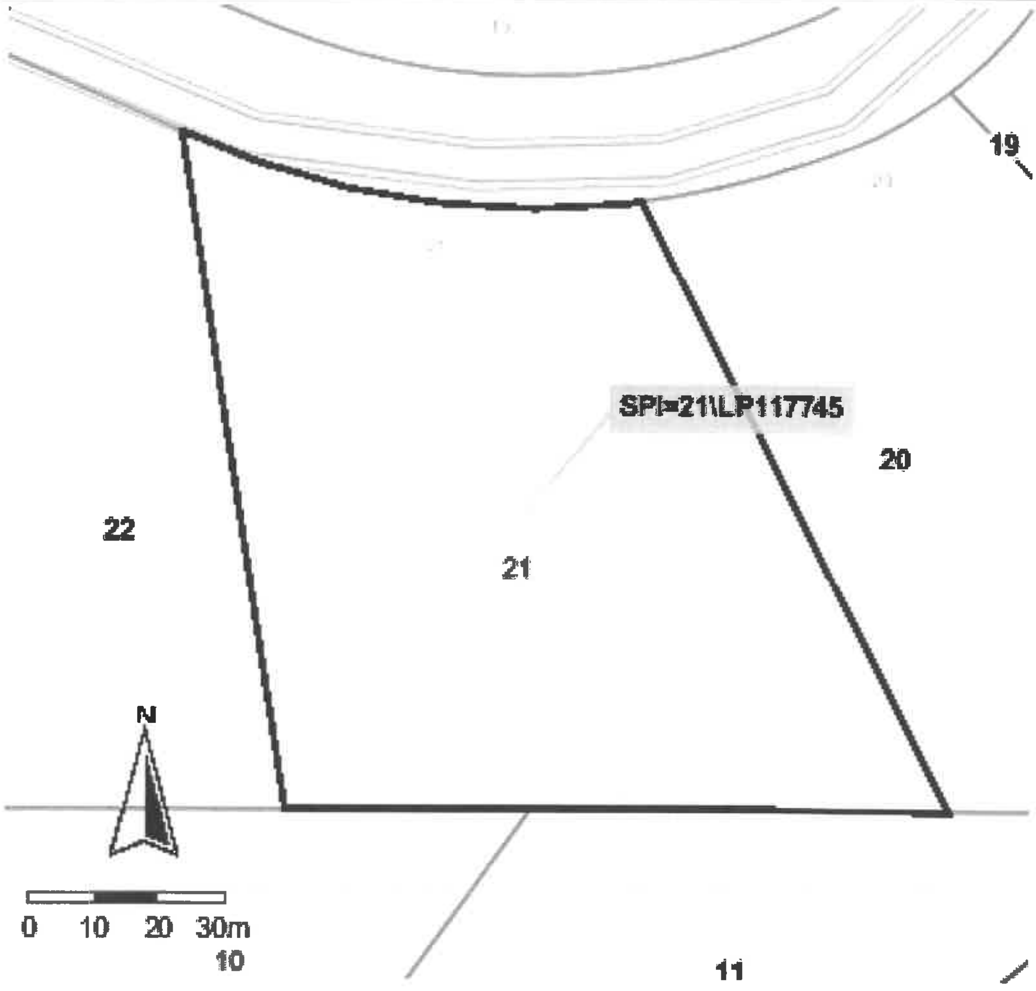
VICTORIA State Government

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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

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



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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

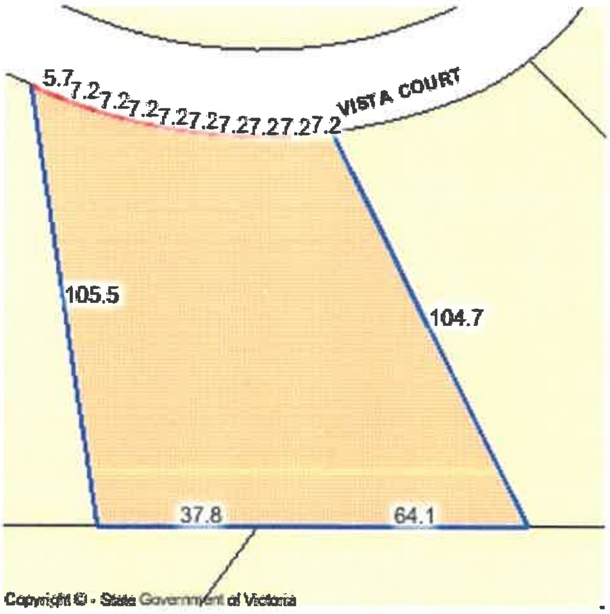
Property Report from www.land.vic.gov.au on 18 November 2019 04:33 PM

Address: 21 VISTA COURT SOMERVILLE 3912
Lot / Plan: Lot 21 LP117745
SPI (Standard Parcel Identifier): 21\LP117745
Local Government (Council): MORNINGTON PENINSULA **Council Property Number:** 94184
Directory Reference: Melway 148 F7

This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.
Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 8139 sq. m
Perimeter: 385 m
For this property:
Site boundaries
Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

1 dimension shorter than 3m not displayed
Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at Title and Property Certificates

Parcel Details

Lot/Plan or Crown Description	SPI
Lot 21 LP117745	21\LP117745

State Electorates

Legislative Council: EASTERN VICTORIA
Legislative Assembly: HASTINGS

Utilities

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: South East Water
Melbourne Water: inside drainage boundary
Power Distributor: UNITED ENERGY (Information about choosing an electricity retailer)

Planning Zone Summary

Planning Zone: LOW DENSITY RESIDENTIAL ZONE (LDRZ)
SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE (LDRZ)

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 6 (DDO6)
VEGETATION PROTECTION OVERLAY (VPO)
VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)

Further Planning Information

Planning scheme data last updated on 14 November 2019.

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 the 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

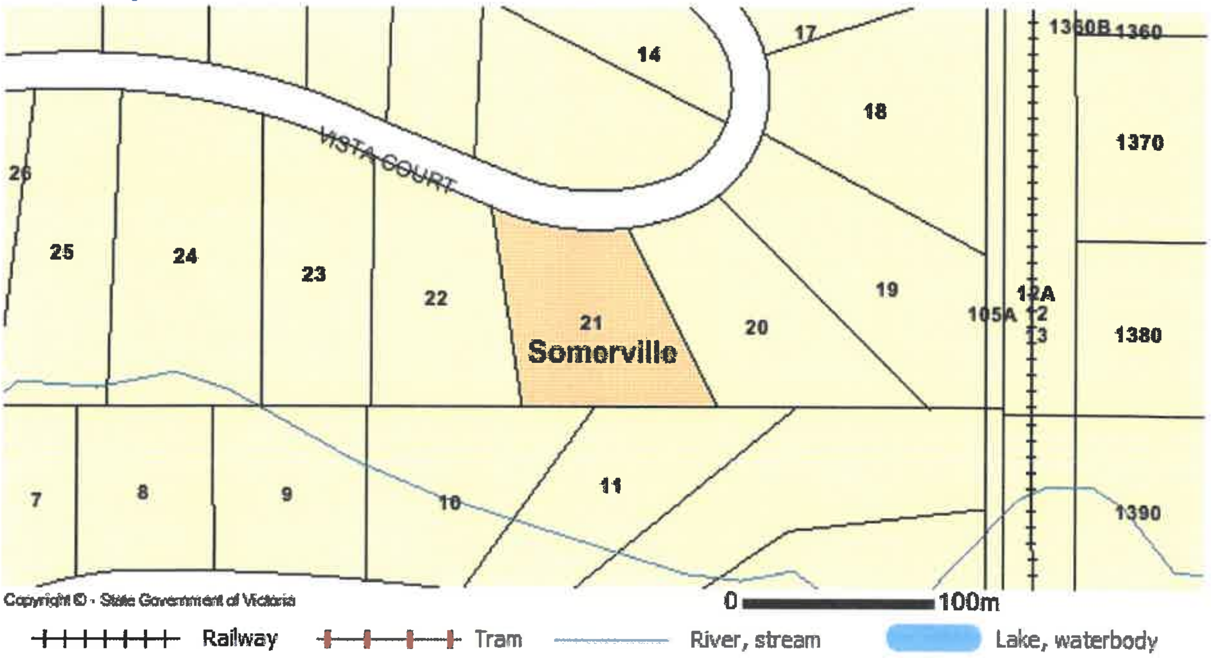
The Planning Property Report includes separate maps of zones and overlays

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

White Cleland C/- InfoTrack (FilePro)
12/201 Kent Street
SYDNEY 2000
AUSTRALIA

Client Reference: 355279

NO PROPOSALS. As at the 13th September 2019, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

21 VISTA COURT, SOMERVILLE 3912
SHIRE OF MORNINGTON PENINSULA

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

Date of issue: 13th September 2019

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 32656158 - 32656158082850 '355279'

Reference: LI Land No: 83757 - F2927/19 Direct Dial: 03-5950 1060

MORNINGTON PENINSULA
Shire

Your Ref: 32656158-014-1

13 September 2019

Landata
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

Re: **REQUEST FOR BUILDING INFORMATION**
PROPERTY: 21 Vista Court SOMERVILLE VIC 3912

In response to your request received 13/09/2019 for building approval particulars in accordance with Regulation 51 of the Building Regulations 2018, the following information is provided:

1a. Building Permit No. 57098/0 Council ref C4108/13 was issued by a Private Building Surveyor on 2 December 2013 for the construction of a garage.
A final inspection has been approved.
Certificate of Final Inspection No 57098/0 is dated 23 May 2014.

1b. Building Permit No. 58325/0 Council ref C5439/14 was issued by a Private Building Surveyor on 4 July 2014 for the construction of dwelling addition and alterations.
A final inspection has been approved.
Certificate of Final Inspection No 58325/0 is dated 20 August 2014.

2. Council has no record of any Occupancy Permits issued in the previous ten years.

3. **Outstanding Notices & Orders**
Council has no record of outstanding notices or reports issued in the previous 10 years pursuant to the Building Act 1993.

As a site inspection has not been undertaken, I wish to draw your attention to the requirements of Building Regulations 2018 that require ***owners*** *to ensure compliance with:*
Regulation 137 - safety of existing swimming pools and spas;
Regulation 142 & 143 - swimming pool safety maintenance and operation;
Regulation 145 - the provision of self-contained smoke detection and alarms in residential buildings.

Council's records may be deficient (due to limitations in the period they have been kept and/or because of their accuracy in recording or failing to record other permits, orders, variations or revocations), therefore the information provided may be incomplete and/or inaccurate. In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals, or whether further additions, alterations or structures exist without approval. Independent enquiries should be made, and independent experts used, if any doubt or problem is anticipated or encountered.

Yours faithfully

D Kotsiakos

David Kotsiakos
Municipal Building Surveyor

fast building inspections

Mobile: 0427 640 100
Office: 0427 640 100
Email: info@fastinspections.com.au
www.fastinspections.com.au
ABN: 79 255 356 757

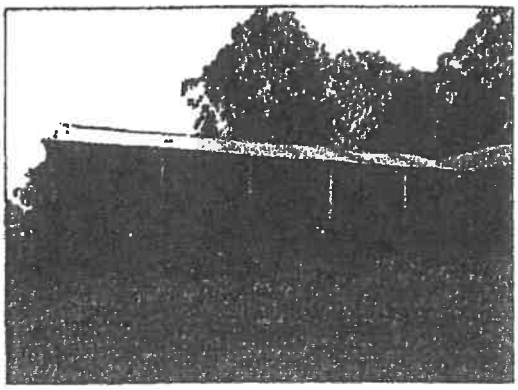
OWNER/BUILDER INSPECTION REPORT

For Domestic Building work under Section 137B of the Building Act 1993.
This visual inspection and report is current for 6 months from the date of inspection and only covers building work undertaken by the Owners as builders in the past 6 1/2 years.

Inspector Details:

Name: Glenn Dornbusch

RBP No: IN-U 1140, DB-U 10295, CB-U 7061



Owner Details:

Name: Darren & Deborah Hanna

Phone Number: 0421 597670

Email: daz.deb@bigpond.com

Property Details:

21 Vista Court, Somerville, Vic 3912

Description of Building Work:

Construction of a large metal garage/shed with a building permit, plus a metal carport, verandah addition including a raised timber deck which were undertaken without a building permit or approval.

Weather Conditions at the time of inspection	Fine
Date of Inspection & Report	12 July 2019
Building Permit	Built without permit or approval
Building Permit Date	2 December 2013
Final Inspection Date	
Building Surveyor	Daryl. Sinclair
RBP No.	BS-U 1354
Building Permit	
Final Inspection Date	
Building Surveyor	
RBP No.	
Estimated age of Building Works	New

Foundation/Footings	Concrete Pads, Stumps
Floor (without coverings)	Timber
Walls	Timber and steel Posts
Roof	Colourbond, Polycarbonate
Windows	Not Applicable

External Features

Fences	Not Applicable	Retaining Walls	Not Applicable
Driveways & Paths	Not Applicable	External Steps	No Visible Defect
Surface Drainage	No Visible Defect		

Garage/Carport

Walls/Posts	No Visible Defect	Roof Frame	Minor Defect
Floor	Not Applicable	Roof Cover	No Visible Defect
Drainage/Gutters	Minor Defect	Ceiling/Lining	No Visible Defect
Wall Lining	Not Applicable	Doors	Not Applicable
Comments			

Shed

Walls	No Visible Defect	Roof Frame	No Visible Defect
Floor	No Visible Defect	Roof Cover	No Visible Defect
Drainage/Gutters	No Visible Defect	Door	No Visible Defect
Comments	No final inspection has been called.		

Verandahs/Balconies/Decks

Structural	**No Visible Defect**	Floor	**No Access**
Roof/Ceilings	**No Visible Defect**	Painting/Render	**No Visible Defect**
Posts/Walls	**No Visible Defect**	Steps	**No Visible Defect**
Cement Sheet	**Not Applicable**	Handrails/ Balustrades	**Minor Defect**
Comments	**No permits or final has been obtained.**		

Cladding/Other

Weatherboards	**Not Applicable**	Cement Sheet	**Not Applicable**
Polystyrene	**Not Applicable**	Painting	**No Visible Defect**
Render	**Not Applicable**	Other	**No Visible Defect**

Roofing

General Condition	**No Visible Defect**	Skylights	**Not Applicable**
Vents	**Not Applicable**	Valleys	**No Visible Defect**
Guttering	**No Visible Defect**	Roofing: Downpipes	**No Visible Defect**
Cappings/Flashings	**No Visible Defect**	Eaves	**Not Applicable**

Roof/Ceiling Space

Access	**No Visible Defect**	Framing	**No Visible Defect**
Roof Covering	**No Visible Defect**	Insulation	**Not Applicable**
Sarking/Sisilation	**Not Applicable**	Party Walls	**Not Applicable**
Leaks	**No Visible Defect**	Storage	**Not Applicable**

EXTERIOR

Concrete Floor/Strip Footing

Concrete Condition	**No Visible Defect**	Dampness	**No Visible Defect**
Drainage	**No Visible Defect**	Cracking	**No Visible Defect**

Timber Floor

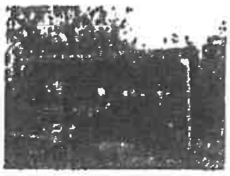
Acces	**No Access**	Stumps/Piers	**No Access**
Framing	**No Visible Defect**	Dampness/Drainage	**No Visible Defect**

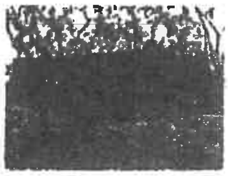
Ventilation	No Visible Defect	Ant Caps	No Access
Level (Finished Floor)	No Visible Defect	Timber Rot	No Access

Services

General Electrical	No Visible Defect	General Plumbing & Drainage	No Visible Defect
Hot Water Service	Not Applicable	Smoke Alarms	Not Applicable
Appliances	Not Applicable		

General Photographs





Summary of Defects:

The details listed below are expanded from the items raised in the above list. Some may be considered as ongoing maintenance items considering the age and general condition of the dwelling whereas others are clearly defects requiring attention now or in the near future.

The minor defects are listed above however it is important to note that no building permits or finals have been issued on the verandah and metal carport.

Garage/Carport

Roof Frame Minor Defect
There is no bracing installed

Drainage/Gutters Minor Defect
The downpipes are not connected to an ground stormwater system.

Balconies

Handrails/Balustrades Minor Defect
No handrails have been provided.

Summary of Inspection:

The overall condition & standard of workmanship applied to the building works undertaken by the owner as builder.

Overall Condition:	Good
Standard of Workmanship:	Good

Condition of Essential Services:	**Not Applicable**

Second hand Materials	**Nil**
Incomplete Building Works	**The balustrade and handrails to the deck have not been installed.**
Inaccessible Areas	**Underfloor Space**

Exclusions:

- This is not a pre-purchase inspection report.
- This report does not include a termite inspection and no checks for termite infestation has been undertaken.
- Any part of the structure or frame whether woodwork or steel that is not exposed at the time of inspection cannot form part of this report and therefore no liability can be accepted for any unseen defects.
- No excavation of foundations or digging around footings or stumps below ground level was undertaken.
- An inspection of plumbing, drainage, electrical wiring, fixtures, fittings or appliances has not been held and is not covered by this report.
- This inspection report is undertaken to comply with the requirements of Section 137B of the Building Act 1993 (Owner Builder Construction).
- This is not a warranty or guarantee on any building works undertaken by the owner as builder.

Building Inspector
Glenn Dombusch
Fast Building Inspections
PO Box 123, Mount Eliza VIC 3930
RBP No: IN-U 1140, DB-U 10295, CB-U 7061
Date of Inspection: 12 July 2019

Mobile: 0427 640 100
Office: 0427 640 100
Email: info@fastinspections.com.au
www.fastinspections.com.au
ABN: 79 265 356 757

TAX INVOICE

12 July 2019

Darren & Deborah Hanna
21 Vista Court,
Somerville, Vic 3912

For Owner Builder Inspection Services Rendered

Inspection Type: Owner Builder 137B Inspection Report

Inspection Fee	$400.00
Travel/Other	
TOTAL	$400.00
GST	$40.00
TOTAL AMOUNT DUE (incl GST)	**$440.00**

Please pay this invoice within 7 days.

Fast Building Inspections
ABN 79 265 356 757
PO Box 123
Mt Eliza VIC 3930

PAYMENT DETAILS

Bank:	ANZ Bank
BSB:	013 740
Account Number:	4613 19117

Thank you for your business.

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insure

AOBW 201907-0102

Certificate Of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order Certificate in respect of Insurance
Domestic Building Contract

A Contract of Insurance complying with the Ministerial Order for Domestic Building Insurance issued under section 135 of the Building Act 1993 has been issued by Assetinsure Pty Ltd (ABN 65 066 463 803)

In respect of:	Structural Alterations/Additions
At:	21 Visa Court, Somerville, VIC, 3912, AUSTRALIA
Carried out by:	D & D Hanna
For:	The Purchaser

Subject to the Building Act 1993, the Ministerial Order and the conditions of the insurance contract, cover will be provided to the purchaser named in the Contract of Sale and to the successors in title to the purchaser.

Authorisation: In witness whereof, the insurer issuing this policy has caused this policy to be signed by the Authorised Signatory of the insurer's agent.

Signed at Seaford on Tuesday, 23 July 2019

Australian Owner Builders Insurance Services Pty Ltd – ABN 95122431664 – AFS 308708
For and on behalf of Assetinsure Pty Ltd (ABN 65 066 463 803) as their authorised agent

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Assetinsure

Owner-Builder Warranty Insurance - Victoria

Effective date:01/11/2015

Table of Contents

Important Information

Introduction

Welcome and thank you for choosing the Assetinsure Owner-Builder Warranty Insurance distributed by Australian Owners Builders Insurance Services Pty Ltd.

About Assetinsure

The insurer of the Policy is Assetinsure Pty Limited (Assetinsure) ABN 65 066 463 803. In this document unless otherwise stated, the insurer is called "We", "Us", "Our" and/or "Assetinsure". Their contact address is Level 21, 45 Clarence Street, Sydney NSW 2000.

Assetinsure Pty Ltd (Assetinsure) is authorized by the Australian Prudential Regulation Authority (APRA) to conduct general insurance business. For further information visit their website at www.assetinsure.com.au

About AOBIS

This insurance is arranged by Australian Owner Builders Insurance Services Pty Ltd (AOBIS) ABN 95 122 431 654 operating under the AFSL No 308705. In arranging this insurance AOBIS is acting under the authority of and as the agent for Assetinsure.

Duty of Disclosure

Before you enter into the Policy with us, you have a duty, under the Insurance Contracts Act 1984, to disclose to us every matter that you know or could reasonably expected to know, is relevant to our decision whether to accept your Application for insurance, and, if so, on what terms and for how much premium.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time you provide answers or make disclosure and the Relevant Time, you need to tell us.

Who Needs to Tell Us

The duty of disclosure applies to you and everyone that is an insured under the Policy. If you provide information for another insured, it is as if they provided it to us.

What You do not Need to Tell us

You do not need to tell us about any matter that:

- diminishes our risk;
- is of common knowledge;
- we know or should know as an insurer; or
- we tell you we do not need to know.

If you fail to comply with your duty of disclosure or have made a misrepresentation to us, we may be entitled to reduce our liability under the Policy in respect of a claim and / or we may cancel the Policy. If you have told us something which is fraudulent, we also have the option of avoiding the Policy (i.e. treating it as if it never existed).

Limitation or Exclusion of Rights Against Third Parties

This Policy provides that you must not limit or exclude your rights against a party from whom you might otherwise be able to recover in respect to the loss or damage - see Condition e) of this Policy.

Interested Parties

This Policy provides that the cover provided by this Policy does not extend to an interest in the Dwelling that is not your interest - see Condition f) of this Policy.

Privacy

Both AOBIS and Assetinsure are committed to safeguarding and protecting the privacy of personal information. We are bound by the provisions of the Privacy Act 1988 which sets out the standards to be met in the collection, holding, use and disclosure of personal information.

Purpose of Collection

We are collecting the personal information requested to determine whether and on what terms we might issue you an insurance Policy or to manage a claim in relation to an insurance Policy you have with us. If you don't provide all the information requested, the main consequence is that we may not be able to issue you with a Policy or pay your claim.

We may use your personal information for other purposes if you consent. This may also be the case in other limited circumstances permitted under the Privacy Act 1988, such as where you would reasonably expect us to do so and/or the other purpose is related to the purpose for which we collected the information.

In some circumstances, we may collect your personal information from another person or another source. This will only be where it is unreasonable or impracticable for us to collect it directly from you or you would expect us to collect the information from the nominated third party. For example, where you authorise a representative, e.g. an insurance broker, a financial planner, a legal services provider, an agent or carer providing services to you to deal with us on your behalf.

Disclosure

In issuing and/or managing your Policy or claim we may need to disclose your personal information to, another insurer, our reinsurers, an insurance broker, our legal providers, our accountants, loss investigators or adjusters, anyone acting as your agent or regulatory bodies. We will only do so if it is reasonably necessary for, or directly related to the issuing or managing your insurance Policy or claim.

In disclosing your personal information to one of these parties it may be necessary to disclose your information overseas. The countries these parties usually operate in are, the USA, Canada, Bermuda, Europe (including the United Kingdom), parts of Asia, including but not limited to Singapore, Hong Kong and India. If we disclose the information overseas you should be aware that the overseas entity is not bound by the Privacy Act 1988 and so you would not be able to seek redress against them under the Privacy Act 1988. There may be no similar privacy law to the Privacy Act 1988 in the overseas party's country and you may also not be able to seek redress under the laws in the party's country. Assetinsure has sought written agreement from its overseas business partners that they will handle personal information in accordance with Assetinsure's Privacy policy.

Access and Complaint

Assetinsure's Privacy policy is available on Assetinsure's website www.assetinsure.com.au. It sets out details of how you can access (and if necessary correct) the personal information we hold about you. It also sets out how and to whom you might complain about a breach of Privacy Law.

If you require any other information regarding Privacy please contact; The Privacy Officer, by post at Assetinsure Pty Ltd, Level 21, 45 Clarence Street, Sydney NSW 2000, by email at privacy@assetinsure.com.au or phone (02) 8274 2898.

Dispute Resolution Process

At AOBIS and Assetinsure, we strive to do things the right way and keep our customers happy.

Making a Complaint

If you have a complaint concerning the financial product or services provided to you please tell AOBIS who provided your initial service. AOBIS will try their best to resolve your complaint as soon as possible, usually within 24 hours.

- phone: 1300 850 131
- post: P O Box 2294 Seaford VIC 3198
- email: underwriter@aobis.com.au

Internal Dispute Resolution Facility

If you remain dissatisfied with the solution AOBIS offers, please contact us and we will refer the matter to the Internal Dispute Resolution Facility (IDR) of Assetinsure.

They undertake to acknowledge your complaint and respond with a decision within 15 business days.

What if You are not Satisfied with Our Final Decision

In the event the dispute remains unresolved following the IDR Process you may discuss the matter further with the Australian Financial Complaints Authority (AFCA)

The scheme is subject to eligibility and will only review complaints or disputes if they have gone through our internal complaints and disputes resolution process.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Australian Financial Complaints Authority (AFCA)

You can contact AFCA:

- Website: www.afca.org.au
- Email: info@afca.org.au
- Telephone: 1800 931 678 (free call)
- In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Our Agreement with You

This Policy is a legal contract between you and us. You, or any other person insured under this Policy, must comply with all provisions of this Policy, otherwise there may be no claim payable under this Policy.

This Policy will only respond to claims in connection with Work described in the Contract which supported the Application for this insurance, and carried out at the site described in the Policy.

Applying for Insurance

When you apply for this insurance, you will need to complete an Application. You need to provide the information we require to determine whether to issue a Policy, and if so, on what terms.

Where we issue a Policy, cover is provided on the basis:

- that you have paid or agreed to pay us the premium for the cover provided;
- of the verbal and/or written information provided by you which must be given in accordance with your duty of disclosure either verbally or in writing.

Your Policy

Your Policy consists of the Policy terms and conditions in this booklet, any endorsements and the Certificate of Insurance we issue you. Please read your Policy carefully, and satisfy yourself that it provides the cover that you require. You should keep this booklet and the Certificate of Insurance together in a secure place for future reference.

Goods and Services Tax (GST)

The premium on this Policy includes an amount for GST and if we pay a claim your GST status may determine the amount to be paid on the claim.

You must advise us if you are registered, or required to be registered, for GST purposes, and you must when requested tell us what your entitlement to Input Tax Credits (ITCs) is for your insurance premium.

When determining the amount to be paid for a claim under this Policy, any payment or supply we make to you for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for your claim will be calculated on the GST inclusive cost of your claim. In calculating such payment, we are entitled to reduce it by any ITC to which you are, or would be, entitled:

- for the acquisition of such goods, services or other supply; or
- if the payment had been used to acquire such goods, services or other supply.

However, the total of all payments we make will not exceed the Sum Insured, limit or sub limit of liability, or other monetary limitation imposed or created by the Policy.

The Sum(s) Insured, limits and/or sub limits of liability, or any other monetary limitations are inclusive of any taxes, levies, duties or charges that the payment would be affected by or subject to.

If you make a claim and we are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because you have not provided your ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid under this Policy (even though you have not received the withheld amount).

Updating Information

If you need to confirm any Policy transaction or clarify any of the information contained in this document or if you have any queries, please contact AOBIS:

- phone: 1300 850 131
- post: P O Box 2294 Seaford VIC 3198
- email: underwriter@aobis.com.au

Definitions

Some key words and terms used in this Policy have special meanings. Wherever the following words or terms are used in the Policy they mean what is set out below.

Act means the Building Act 1993 as amended from time to time.

Application means the application form completed by the Owner-Builder applying for this insurance.

Building Practitioners Board means the same as it does in the Order.

Certificate of Insurance means the most recent certificate issued by us.

Completion Date means the same as it does in the Order.

Defective means the same as it does in the Order.

Disappearance (and its corresponding forms) means the same as it does in the Order.

Domestic Building Work means the same as it does under the Order.

Dwelling means the home (as defined in the Order) described in the Application.

Insolvent (and its corresponding forms) means the same as it does in the Order.

Insurable Contract of Sale means the same as it does under the Order.

Non-Structural Defect means the same as it does in the Order.

Order means the Order made under the Act by the Minister for Planning and as gazetted in May 2003 entitled 'Domestic Building Insurance Ministerial Order' as amended from time to time.

Owner-Builder means the owner-builder described in the Application who is also an owner-builder under the Order, but does not include owner-builders who are registered builders.

Policy means this policy wording, any endorsements and the Certificate of Insurance.

Statutory Warranty means a warranty implied into the Insurable Contract of Sale by section 137C of the Act.

Structural Defect means the same as it does in the Order.

Trade Practices Provision means the same as it does under the Order.

Tribunal means the same as it does in the Order.

You/your/yours means the purchaser of the Dwelling or the land on which the Dwelling is constructed, and any successor in title to that person.

It does not include:

a) the Owner-Builder

b) the purchaser, if the purchaser is a related body corporate (within the meaning of section 50 of the Corporations Act 2001) of the owner builder; or

c) the purchaser, if neither the purchaser nor the Owner Builder is a public company but each has a common director or shareholder.

We/us/our means Assetinsure Pty Limited (Assetinsure) (ABN 65 066 463 803).

Work means the Domestic Building Work which is carried out or to be carried out by the Owner-Builder to the Dwelling.

This Policy is intended to comply with the requirements set out under the Order and any term of this Policy which conflicts with, or is inconsistent with, the Order shall be read and be enforceable as if it complies with the Order.

Our Cover

We will provide insurance cover to you, subject to the terms, conditions and exclusions set out in this Policy, if the Owner-Builder dies, becomes Insolvent, or Disappears and you suffer:

a) a loss or damage arising from a breach of a Statutory Warranty;

b) the costs of alternative accommodation, removal and storage that are reasonably and necessarily incurred as a result of a breach of a Statutory Warranty. We will only pay the costs of alternative accommodation or storage that are reasonably and necessarily incurred for up to 60 days, excluding any period of delay attributable to us;

c) the cover we give in paragraphs a) and b) above extends to the acts or omissions of all persons contracted by the Owner-Builder to perform the Work.

We will not be liable to pay the purchaser in respect of a Statutory Warranty that all materials used under the Work were new to the extent that any materials used were not new if:

a) the condition report required by section 137B(2)(a) of the Act states that the materials were not new; or

b) it was apparent from the nature of the relevant Work that the materials were not new.

Certificate of Insurance

a) We must provide a Certificate of Insurance evidencing that insurance for the Work has been issued which complies with the Order:

i. to you immediately on the issue of this Policy; and

ii. on request by you or the Builder at any time.

b) The Certificate of Insurance shall be in the form prescribed by the Order.

c) Even though the Owner-Builder or another person who applies for this insurance may be required to pay the premium when lodging an Application, we may refuse to accept the Application. The Work is not covered until we have provided to the Owner-Builder or that other person a Certificate of Insurance evidencing insurance for the Work.

Period of Cover

a) This Policy provides the cover in relation to Non- Structural Defects in respect of loss or damage occurring during the period

i. commencing on the date of the contract of sale; and

ii. ending 2 years after the Completion Date for the Work.

b) Subject to paragraph a) above, this Policy provides the cover in respect of all other loss or damage occurring during the period

i. commencing on the date of the contract of sale; and

ii. ending 6 years after the Completion Date for the Work.

We will Pay

1. We will pay up to, but not more than $300,000 in the aggregate, for all claims made under this Policy in respect of any one Dwelling, including reasonable legal costs and expenses incurred by the Insured associated with a successful claim against us.

2. If the claim is in respect of the cover for loss or damage resulting from conduct of the Owner-Builder which contravenes a Trade Practices Provision, we will only pay the costs of rectifying the Work.

3. If the Work is carried out on land in a plan of subdivision containing common property, any claim paid by us relating to the common property is applied pro rata to all such residences, and reduces your remaining available cover accordingly.

We will not Pay

1. Subject to paragraph 2 below, you must bear at your own risk:

a) the first $1,000 of each claim first made more than 5 years after the Completion Date;

b) the first $750 of each claim first made between 3 and 5 years after the Completion Date;

c) the first $500 of each claim first made between 1 and 3 years after the Completion Date; or

d) a claim under $500 made between 3 and 12 months after the Completion Date.

2. For the purposes of paragraph 1 above:

a) a claim of $500 or more may relate to more than one defect if the amount claimed for any one or more defects is less than $500.

b) The date when a claim is made is the earlier of:

i. the date when you first notify us of a circumstance that may give rise to a claim;

ii. and the date a claim is made.

c) An excess may be applied only once in relation to:

i. any claim comprising more than one defect; or

ii. two or more claims that relate to the same defect.

Exclusions

a) We will not pay if you are the Owner-Builder.

b) We will not pay if your claim relates to a person who is excepted under the Order.

c) We will not indemnify you unless your claim relates to an Insurable Contract of Sale and:

i. section 137B of the Act applies to that Insurable Contract of Sale; and

ii. Work was carried out on the Dwelling before the sale; and

iii. the value of the Work exceeded $16,000 at the time the Work was carried out.

d) We will not pay any claims in respect of any defect or incomplete Domestic Building Work that is referred to in the report to be provided to a purchaser under section 137B of the Act.

e) We will not pay for loss or damage in respect of Work relating to landscaping, paving, retaining structures, driveways or fencing, with the exception of such works which:

i. are integral to the construction of a building;

ii. require the issue of a building permit under the Act;

iii. could result in water penetration of or within a building;

iv. could adversely affect health or safety;

v. adversely affect the structural adequacy of a building; or

vi. are not completed and the Owner-Builder has died, become Insolvent or Disappeared.

f) We will not pay for loss or damage due to fair wear and tear of the Work, or from your failure to maintain the Work.

g) We will not pay for loss or damage incurred as a result of:

i. War, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;

ii. A nuclear reaction, nuclear radiation, radioactive contamination or nuclear weapon material;

iii. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;

iv. Risks normally insured under a policy for public liability or contract works;

v. Asbestos, or any materials containing asbestos in whatever form or quantity;

vi. An act of God or nature;

vii. Your failure to maintain appropriate protection against pest infestation or exposure to natural timbers;

viii. Consequential loss, not otherwise covered by the Order;

ix. Malfunction in any mechanical or electrical equipment or appliance, if we prove that the malfunction is not attributable to the workmanship of, or installation by the Owner-Builder.

Claims Procedure

1. You should notify us of any facts or circumstances which may give rise to a claim as soon as you become aware of them to ensure that you comply with the requirements set out in paragraph 2 below.

2. We may refuse to accept a claim if it is made later than 180 days after the date on which you first became aware, or might reasonably be expected to have become aware, of the death, Disappearance or Insolvency of the Owner-Builder.

3. If you give us written notice within 180 days after the date on which you first became aware, or might reasonably be expected to become aware, of the death, Disappearance or Insolvency, of the Owner-Builder, we will not rely on section 54 of the Insurance Contracts Act 1984 to reduce our liability under this Policy, or to reduce any amount otherwise payable in respect of a claim made by reason only of a delay in a claim being notified to us.

4. If you submit a claim to us in writing, we will make a decision regarding our liability within 90 days of receipt of the claim. If we do not make a decision regarding our liability within 90 days then, unless we receive an extension of time from you or the Tribunal, we will be deemed to have accepted liability for the claim.

5. If you wish to dispute our decision regarding your claim, you may appeal to the Tribunal. If we are given notice of proceedings before the Tribunal, we will accept findings made by the Tribunal as to whether any of the following events has occurred:

   a) the non-completion of the Work;

   b) an event referred to in paragraphs a) to c) under the section of the Policy entitled 'Cover'; and

   c) if such an event has occurred, the amount of loss or damage suffered by you as a result of the event.

6. If you notify us of a defect (the initial defect), we will consider you to have given us notice of every other defect to which the initial defect is directly or indirectly related, whether or not the claim in respect of the initial defect is settled.

7. You must use our claim form to make a claim.

8. Upon making a claim under this Policy, you must:

   a) comply with any reasonable direction by us in relation to the completion or rectification of the Work;

   b) not undertake or cause to be undertaken, any rectification work without notifying us, unless those works are reasonably necessary to prevent or minimise any further loss or damage;

   c) provide us, or any builder nominated or approved by us, with reasonable access to the relevant building site for the purpose of inspection, rectification and completion of the Work. You may refuse to provide access to any builder nominated by us if you have reasonable grounds for doing so (such as loss of confidence in the builder); and

   d) We may not reduce our liability to you by reason of your failure to comply with a requirement under paragraphs 5 a), b) and c) above, unless we can prove that your failure increased our liability under this Policy.

9. You must not make any admissions, offer, promise or payment in connection with any claim.

Conditions

a) We may not avoid this Policy or refuse to make or reduce any payment under this Policy on the grounds that:

   i. the Owner-Builder breached any duty of the utmost good faith;

   ii. the Owner-Builder failed to comply with any duty of disclosure;

   iii. the Owner-Builder made representations to us;

   iv. the Owner-Builder failed to comply with a provision or requirement of the Policy;

v. the Owner-Builder prejudiced our interests by act or omission of any description; or

vi. the premium or any instalment of the premium has not been paid.

b) We are entitled to recover from the Owner-Builder any claim paid by us in the circumstances referred to in paragraph a) above.

c) If we pay a claim, we are entitled to be subrogated to your rights against any party in relation to the claim to the extent of the amount paid by us.

d) We will notify the Building Practitioners Board,at the times and in the manner agreed with the Board, in the event that:

i. a Builder is refused insurance, ceases to be eligible to renew or procure insurance or, in respect of Domestic Building Work performed prior to the commencement of the Order, fails to purchase or maintain required insurance;

ii. any claim under this Policy is settled or paid by agreement or otherwise.

e) You must not limit or exclude your rights against a party from whom you might otherwise be able to recover in respect to the loss or damage. If you do, our liability to you is reduced to the extent we can no longer recover from that other party as a result of the limitation or exclusion by you.

f) the cover provided by this Policy does not extend to an interest in the Dwelling that is not your interest. We will not be liable under this Policy to anyone except you.

g) You must take reasonable precautions to avoid or minimise loss or damage covered by this Policy.

h) You must comply with your obligations under the Policy. Otherwise we may not have to pay your claim(s).

Other Matters

How We will Communicate

a) All communications you are required to give or make under this Policy must be sent in writing to us.

b) All communications we are required to give or make under this Policy will be sent in writing to you at the address specified in the Certificate of Insurance or as notified by you from time to time.

c) All communications sent by post to you or your appointed agent will be deemed to have been received by you on the third day following the day of posting.

d) All communications sent by facsimile to you or your appointed agent will be deemed to have been received by you on the date of transmission.

Jurisdiction

This Policy is governed by the law of Victoria. The law of Victoria includes Commonwealth legislation such as the Insurance Contracts Act 1984. Any rights to refuse to pay a claim are subject to section 54 of that Act.