Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

And

Contract of Sale of Land

Property address:	3/7 Main Street, Blackburn , Victoria 3130
Vendor:	ROY HARRY SPURLING
Purchaser:	

Prepared by
John Denton & Associates
43 Harp Road
Kew East VIC 3102
Email: john@dentonlaw.com.au
Ref: JD:626

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 parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On _____ / _____ / 2020

_____

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

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

SIGNED BY THE VENDOR

On _____ / _____ / 2020

_____

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

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

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PARTICULARS OF SALE

VENDOR'S AGENT					
Name		Phone		Fax	
Address	3131	Email			

VENDOR		PRACTITIONER – SOLICITOR/CONVEYANCER			
Name	ROY HARRY SPURLING	Name	John Denton & Associates		
		Address	43 Harp Road, Kew East VIC 3102		
Address	3/7 Main Street, Blackburn, VIC 3130	Contact	John Denton		
		Email	john@dentonlaw.com.au		
ACN/ABN		Phone	03 9819 7211	Fax	03 9819 7411

PURCHASER		PRACTITIONER – SOLICITOR/CONVEYANCER			
Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND
General conditions 3 and 9

☐ The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 10268	Folio 045	3	PS348501
Volume	Folio		

OR

☐

The land includes all improvements and fixtures.

Property address

The address of the land is:

3/7 Main Street, Blackburn 3130

Goods sold with the land
General condition 2(a)(vi)

Goods sold with land are:

☐ Listed in attached schedule.

OR

☒ Listed as follows:

All fixed floor coverings, electric light fittings and window furnishings

PAYMENT
General condition 11

Price: $

Plus GST: $ Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*

Total price: Payable by purchaser

Deposit: $ By / / 20 of which $ has been paid

Balance: $ Payable at settlement

Foreign resident vendor: ☐ Value $750,000 or more – see general condition 15(f) & (g)

GST
General condition 13

☒ **No, *because*:**

☒ Input taxed sale of eligible residential premises

☐ Not in the course or furtherance of an enterprise

☐ Going concern

☐ Farm land used for farming business or sale of subdivided farm land to an associate

☐ Vendor not registered or required to be registered as GST turnover < $75,000

☐ Yes

☐ Purchaser entitled to input tax credit

☐ Purchaser NOT entitled to input tax credit

☐ Margin scheme applies

☐ Mixed supply

GST withholding
Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor ☐ Yes ☒ No

Withholding required by purchaser ☐ Yes ☒ No

No withholding for residential premises because:	No withholding for potential residential land because:
☒ the premises are not new	☐ the land includes a building used for commercial purposes
☐ the premises were created by substantial renovation	☐ the purchaser is registered for GST and acquires the property for a creditable purpose
☐ the premises are commercial residential premises	

SETTLEMENT
General condition 10

Is due on / /2020

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

☐ The above date; or

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

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

LEASE
General conditions 1(a)(iii) and 22

At settlement the purchaser is:

☒ Entitled to vacant possession.

OR

☐ **Subject to a lease,** particulars of which are:

- ☐ Attached; or
- ☐ As follows:

TERMS CONTRACT
Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962

☐ Yes ☒ No

LOAN
General condition 14(a)-(e)

This contract is subject to a loan being approved: ☐ Yes ☐ No

Lender:

Loan amount: $

BUILDING & PEST REPORT
General condition 14(f)-(j)

This contract is subject to:

☐ Building report. Provider:

☐ Pest report. Provider:

Special Conditions

☐ Yes ☐ No

1.

2.

3.

Contract of sale of land 2020 Edition

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but **that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.**

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1. Encumbrances

(a) The purchaser buys the property subject to:

(i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(ii) Any reservations in the crown grant; and

(iii) Any lease referred to in the particulars of sale.

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

(c) 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

(a) The vendor warrants that the vendor:

(i) Has, or by the due date for settlement will have, the right to sell the land; and

(ii) Is under no legal disability; and

(iii) Is in possession of the land, either personally or through a tenant; and

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(iv) 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

(v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

(b) The vendor further warrants that the vendor has no knowledge of any of the following:

(i) Public rights of way over the land;

(ii) Easements over the land;

(iii) Lease or other possessory agreement affecting the land;

(iv) 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;

(v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

(c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

(d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:

(i) 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

(ii) 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

(iii) 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.

(e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

(a) 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.

(b) The purchaser may not:

(i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

(a) 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.

(b) 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

(a) Unless settlement is to be conducted electronically, the transfer of land 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.

(b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.

(c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

(a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.

(b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.

(c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

(a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:

(i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;

(ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

(iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:

A. the vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and

B. the purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and

C. the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and

D. the Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

(b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.

(c) If this contract includes the construction of any building on the land the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.

(d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties.

(e) 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.

(f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

(a) At settlement:

(i) The purchaser must pay the balance of purchase money; and

(ii) The vendor must:

A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and

B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and

C. Ensure that keys enabling access to the property are available to the purchaser.

(b) The vendor's obligations under this general condition continue after settlement.

(c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

(a) The purchaser must pay the deposit:

(i) To the vendor's licensed estate agent; or

(ii) If there is no estate agent:

A. 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.

(b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.

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

(i) Must not exceed 10% of the price; and

(ii) 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.

(d) The purchaser must pay all money other than the deposit:

(i) To the vendor, or the vendor's legal practitioner or conveyancer; or

(ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

(e) Payments may be made or tendered:

(i) In cash; or

(ii) By cheque drawn on an authorised deposit taking institution; or

(iii) At the direction of the vendor, by cheque drawn on a trust account; or

(iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.

(f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.

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

12. Stakeholding

(a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.

(b) Any objection to the vendor's title must be made within 28 days of the day of sale.

(c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:

(i) general condition 12(a) has been satisfied; and

(ii) the purchaser has not made a valid objection to title.

(d) If there is mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:

(i) general condition 12(a) has been satisfied; and

(ii) the purchaser has not made a valid objection to title; and

(iii) the vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and

(iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

(a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the vendor.

(b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.

(c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, then the vendor will repay to the purchaser any money paid on account of GST.

(d) This clause applies if **'going concern'** is specified in the particulars of sale.

(i) The purchaser warrants that it is registered for GST.

(ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38.325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.

(iii) The vendor must continue to carry on the enterprise until settlement.

(iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

(e) This clause applies if **'farm land used for farming business or sale of subdivided farm land** to an associate' is specified in the particulars of sale.

(i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.

(ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

(iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

(f) This clause applies if **'mixed supply'** is specified in the particulars of sale.

(i) GST is included in the price.

(ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.

(iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.

(iv) The parties must agree the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

(g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

(i) Vendor's notice

A. If the particulars of sale indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the particulars of sale; otherwise

B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

(ii) Amount to be withheld by the purchaser

A. Where the margin scheme applies 7% of the purchase price; otherwise

B. 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

(iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

(iv) Purchaser to remit withheld amount

A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise

B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

(v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

(a) 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 within 21 days of the day of sale (the approval date) or any later date in accordance with this general condition (the extended approval date).

(b) If the loan has not been approved by the approval date, the approval date is extended for a period of 14 days (the extended approval date).

(c) The vendor may end the contract after the approval date and before being advised that the loan has been approved by giving the purchaser 2 clear business days notice of its intention to end the contract unless the purchaser advises the vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the purchaser no longer relies on this condition.

(d) The purchaser may end the contract if the loan is not approved by the approval date, or the extended approval date (if applicable) but only if the purchaser:

(i) applied for the loan; and

(ii) did everything reasonably required to obtain approval of the loan; and

(iii) provides written proof to the vendor that the loan was not approved; and

(iv) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or the extended approval date (if applicable); and

(v) is not in default under any other condition of this contract when the notice is given.

(e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

(f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date (if applicable) but only if the purchaser:

(i) applied for the report; and

(ii) provides the vendor with a copy of the written report; and

(iii) serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date (if applicable); and

(iv) is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

(g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

(a) 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.

(b) The periodic outgoings and rent and other income must be apportioned on the following basis:

(i) 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

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

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

(iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.

(c) If requested by the vendor the purchaser must provide copies of all certificates and other information used to calculate adjustments.

(d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement then adjustments will be calculated from the date of possession.

(e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

(f) If the price is $750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.

(g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.

(h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.

16. Time

(a) Time is of the essence of this contract.

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

(c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

(a) Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

(b) A document is sufficiently served if served:

(i) Personally; or

(ii) By pre-paid post; or

(iii) By facsimile; or

(iv) by email.

(c) Unless proven otherwise, any document sent by:

(i) Express post is taken to have been served on the next business day after posting;

(ii) Priority post is taken to have been served on the fourth business day after posting;

(iii) Regular post is taken to have been served on the sixth business day after posting;

(iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed.

(v) 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.

(d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

(a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.

(b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

(a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.

(b) The purchaser is responsible for compliance with 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.

(c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Lease

(a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or sub-leases of the lease.

(b) If the vendor is unable to provide an original lease then the vendor must provide a copy acknowledged by the current tenant as binding on the parties.

23. Loss or damage before settlement

(a) 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.

(b) The vendor carries the risk of loss or damage to the property until settlement and 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.

(c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.

(d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties.

(e) 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.

(f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

(a) At the time of settlement: any interest and costs pursuant to general conditions 27 & 28; and

(b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the 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

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

(b) The default notice must:

(i) specify the particulars of the default; and

(ii) state that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:

A. the default is remedied; and

B. costs of $440, including GST, are paid.

(c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

(a) If the party in default has not remedied the default within 7 days the other party may give a rescission notice.

(b) The rescission notice must:

(i) specify the particulars of the failure to comply with the default notice; and

(ii) state that the contract will be ended in 10 days after the notice is given unless:

A. the default is remedied; and

B. further costs of $440, including GST are paid.

(c) The party serving the rescission notice may extend performance of the rescission notice in writing.

(d) If the contract ends by a rescission notice given by the purchaser:

(i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and

(ii) All those amounts are a charge on the land until payment; and

(iii) The purchaser may also recover any loss otherwise recoverable.

(e) If the contract ends by a rescission notice given by the vendor:

(i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(ii) The vendor is entitled to possession of the property; and

(iii) In addition to any other remedy, the vendor may within one year of the contract ending either:

A. Retain the property and sue for damages for breach of contract; or

B. 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

(iv) 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

(v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage (consumer.vic.gov.au/due diligence checklist) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the Due diligence checklist (Word, 58KB).

This page contains additional links to organisations and web pages that can help you learn more.

Urban living

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.

For more information, visit the Commercial and industrial noise page on the Environment Protection Authority website and the Odour page on the Environment Protection Authority website.

Buying into 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.

For more information, view our Owners corporations section and read the Statement of advice and information for prospective purchasers and lot owners (Word, 53KB).

Growth areas

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

For more information, visit the Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website.

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the Department of Environment, Land, Water and Planning - Native Vegetation Information Management website.

Flood and fire risk

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.

For information about fire risk, visit:

- Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website
- Building in bushfire prone areas - Department of Environment, Land, Water & Planning website.

For general information about flood risk, visit the Australian Flood Risk Information Portal on the Geoscience Australia website.

To find out who is responsible for floodplain management in your area, visit the Catchment management framework page on the Department of Environment, Land, Water & Planning website.

Catchment management authority websites:

- Melbourne Water website - includes floodplain management for Port Phillip and Westernport regions
- Corangamite Catchment Management Authority website
- East Gippsland Catchment Management Authority website
- Glenelg Hopkins Catchment Management Authority website
- Goulburn Broken Catchment Management Authority website
- Mallee Catchment Management Authority website
- North Central Catchment Management Authority website
- North East Catchment Management Authority website
- West Gippsland Catchment Management Authority website
- Wimmera Catchment Management Authority website.

Rural properties

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. For information about what impacts you should expect and how to manage them, visit the New landholders section on the Agriculture Victoria website.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the Native vegetation page on the Agriculture Victoria website.
- Do you understand your obligations to manage weeds and pest animals? Visit the New landholders section on the Agriculture Victoria website.
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the Forestry & land use page on the Department of Environment, Land, Water & Planning website.

Earth resource activity, such as mining

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.

For more information, visit the:

- GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website

- Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website.

Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the Contaminated site management page on the Environment Protection Authority website.

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the Planning Practice Notes page on the Department of Environment, Land, Water & Planning website.

Land boundaries

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.

For more information, visit the Property and land titles page on the Department of Environment, Land, Water & Planning website.

Planning controls affecting 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.

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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the Planning Schemes Online section on the Department of Environment, Land, Water & Planning website.

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the Planning and development of land page on the Aboriginal Victoria website.

Safety

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.

For more information, visit the Consumers section on the Victorian Building Authority website and the Energy Safe Victoria website.

Building permits

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.

For more information about building regulation, visit our Building and renovating section.

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the Planning and development of land page on the Aboriginal Victoria website.

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the Owner builders page on the Victorian Building Authority website and Domestic building insurance page on the Victorian Building Authority website.

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.

For help choosing an energy retailer, visit the Victorian Energy Compare website.

For more information, visit the Choosing a retailer page on the Your Choice website.

For information on possible impacts of easements, visit the Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website.

For information on the National Broadband Network (NBN) visit the NBN Co website.

Buyers' rights

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.

For more information, view our Buying property section.

Professional associations and bodies that may be helpful:

- Australian Institute of Architects website
- Association of Consulting Surveyors Victoria website
- Australian Institute of Conveyancers (Victorian Division) website
- Institute of Surveyors Victoria website
- Law Institute of Victoria website
- Real Estate Institute of Victoria website
- Strata Community Australia (Victoria) website.

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, or on behalf of, 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: 3/7 Main Street, Blackburn , Victoria 3130

SIGNED BY THE VENDOR

Name: **ROY HARRY SPURLING**

On _____ / _____ / 2020

_____

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

SIGNED BY THE PURCHASER

Name:

On _____ / _____ / 2020

_____

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

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title		Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

☒ Attached

☐ Further information:

TITLE

(a) Attached are copies of the following documents:

☒ Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

☐ General Law Title.

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

(b) ☐ Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

LAND USE & SERVICES

(a) Easements, covenants, or other similar restrictions

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

☒ Attached copies of title document/s.

OR

☐ Full description:

Nil

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

(b) Services

The following services are NOT connected to the land:

☐ Electricity supply ☐ Gas supply ☐ Telephone ☐ Water supply ☐ Sewerage

(c) Road access ☒ Yes ☐ No

PLANNING

(a) Planning scheme

☒ Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

☐ Yes ☒ No *Under section 192A of the Building Act 1993*

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

☒ Contained in the attached certificate/s.

(b) Particulars of any charge under any Act

Amount owing:	To	Chargee:

Other particulars (including dates and times of payments):

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

VOLUME 10268 FOLIO 045

Security no : 124084425742S
Produced 20/07/2020 03:43 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 348501L.
PARENT TITLE Volume 04583 Folio 531
Created by instrument PS348501L 31/01/1996

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ROY HARRY SPURLING of 6 NORTH COURT FOREST HILL VIC 3131
AG212972E 25/11/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK814567X 31/12/2013
ING BANK (AUSTRALIA) LTD

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

DIAGRAM LOCATION

SEE PS348501L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 3 7 MAIN STREET BLACKBURN VIC 3130

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS348501L

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**plan**
Document Identification	**PS348501L**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**20/07/2020 15:46**

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION

STAGE NO. /

LTO use only
EDITION 1

Plan Number
PS 348501 L

Location of Land
Parish: NUNAWADING
Township: ———
Section: ———
Crown Allotment: ———
Crown Portion: 83 (PART)

LTO base record: CHART 62 (3337)
Title references:

Vol	Fol
4583	531

Last plan reference: LOT 18 BLOCK A ON LP. 3212
Postal Address: 7 MAIN STREET (at time of subdivision) BLACKBURN, 3130.
AMG co-ordinates E. 337060 Zone: 55
(of approx. centre of plan) N. 5812240

Vesting of Roads or Reserves

Identifier	Council/Body/Person
NIL	NIL

Council Certification and Endorsement
Council Name: CITY OF WHITEHORSE Ref: CRT 1029

1. This plan is certified under section 6 of the Subdivision Act 1988

~~2. This plan is certified under section 11(7) of the Subdivision Act 1988~~
~~Date of original certification under section 6 ... / ... / ...~~

~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

Open Space:

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

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

~~(iii) The requirement is to be satisfied in stage ———~~

Council delegate
~~Council seal~~

Date 27 / 10 / 95
Re-certified under section 11(7) of the Subdivision Act 1988

Council delegate
Council seal

Date / /

LTO use only
Statement of Compliance/ Exemption Statement
Received ☑
Date: 18 / 12 / 95

LTO use only
PLAN REGISTERED
TIME 3.20 PM
DATE 31 / 1 / 96
Assistant Registrar of Titles

Notations
Depth Limitation: NIL

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

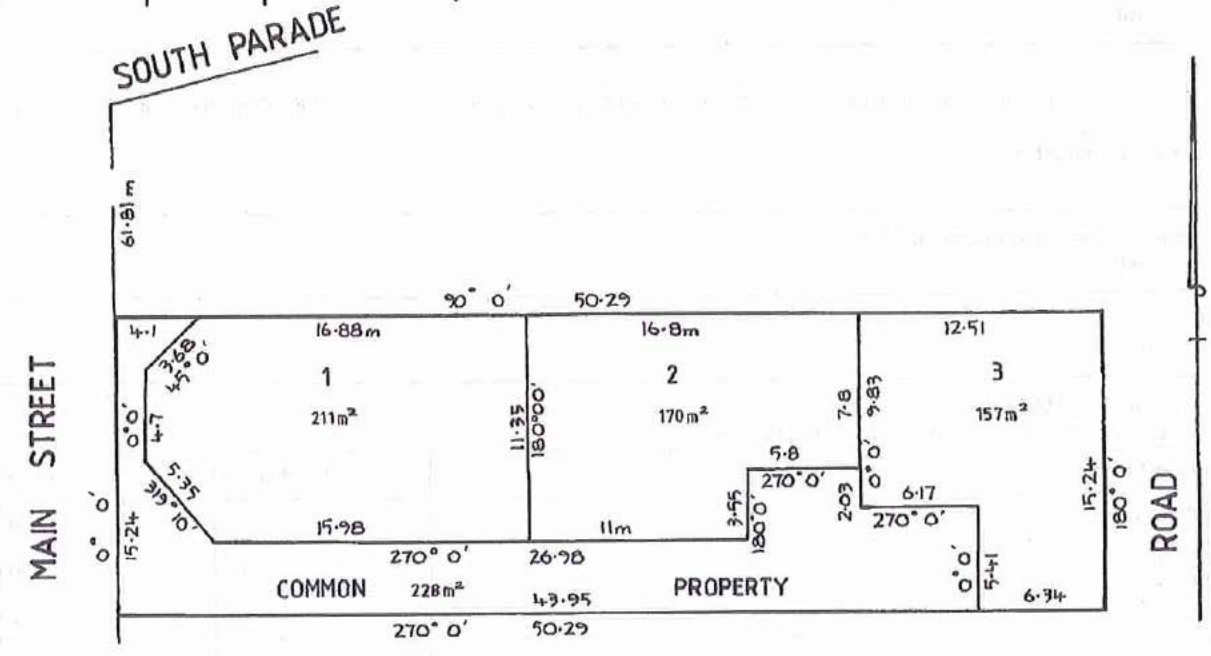
Survey:
This plan is/~~is not~~ based on survey

This Survey has been corected to permanent mark NO. (s). ———
In Proclaimed Survey Area No. ———

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
A - Appurtenant Easement R - Encumbering Easement (Road)

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of



AMS CONSULTING LAND SURVEYORS PTY. LTD
Suite 10/322 Mountain Hwy, Wantirna 3152
A.C.N. 056 815 993
Mobile: (018) 36 1103
Phone: 720 8500
Fax: 720 8500

Sheet 1 of 2 Sheets

SCALE
2·5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:250
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) .....
SIGNATURE ..... DATE 19/9/95
REF 0782 VERSION 1

.....
DATE 27/10/95
COUNCIL DELEGATE SIGNATURE

T.O. 14

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. PS348501L

The land in PS348501L is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 3.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
7 MAIN STREET BLACKBURN VIC 3130

PS348501L 31/01/1996

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Total	**300.00**	**300.00**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/07/2020 03:46:27 PM

OWNERS CORPORATION
PLAN NO. PS348501L

Statement End.

CITY OF WHITEHORSE

Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6308
TTY: (03) 9262 6325
TIS: 131 540

customerservice@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 358
Date of Issue: 20 July 2020
Applicant's Reference: 39170177-014-0:17180

LANDATA
2 Lonsdale Street
MELBOURNE VIC 3000

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act* 1958, the *Local Government Act* 1989, the *Fire Services Property Levy Act* 2012 or under a local law or by-law of the Council.

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, 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.

Assessment Number:	138914	**Check Digit:** 7
Property Description:	Lot 3 PS 348501L	
Property Address:	3/7 Main Street, BLACKBURN VIC 3130	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2020 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2020.

Site Value:	$295,000
Capital Improved Value:	$835,000
Net Annual Value:	$41,750

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2021
DECLARED BY COUNCIL 22 JUNE 2020
FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2021

General Rates	1,430.85
FSPL Fixed Charge	113.00
FSPL Variable Rate	45.05
TOTAL CURRENT LEVIED	**$1,588.90**

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	**$0.00**

TOTAL AMOUNT OUTSTANDING **$1,588.90**

FOR PAYMENT INFORMATION SEE BACK PAGE

100% recycled paper

NOTE:

Section 175 *Local Government Act* 1989 and Section 32 *Fire Services Property Levy Act* 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act* 1989), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act* 2012).

For the 2020/2021 rating year, due dates for instalments are 30 September 2020, 30 November 2020, 1 March 2021 and 31 May 2021. Due date for lump sum payment is 15 February 2021.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

A. There are no monies owed for works under the *Local Government Act* 1958.

B. There is no potential liability for rates under the *Cultural and Recreational Lands Act* 1963.

C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act* 1989.

D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act* 1988 or the *Local Government Act* 1958.

E. There are no monies owed under Section 227 of the *Local Government Act* 1989.

F. There are no notices or orders on the land which has continuing application under the *Local Government Act* 1958, the *Local Government Act* 1989 or under a local law of the Council.

G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act* 2000.

H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act* 1989.

There is no other information under section 229(3) of the *Local Government Act* 1989 (other than as set out on page 3 under "Comments" (if any)).

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit www.whitehorse.vic.gov.au/Forms-Building or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act* 1983, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

COMMENTS:

Authorised Officer:

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325
  Reference Number: 0001389147
- On Council's website at: http://www.whitehorse.vic.gov.au/Online-Payment.html

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

20th July 2020

John Denton & Associates C/- InfoTrack C/- LANDATA
LANDATA

Dear John Denton & Associates C/- InfoTrack C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	3/7 MAIN STREET BLACKBURN 3130
Applicant	John Denton & Associates C/- InfoTrack C/- LANDATA LANDATA
Information Statement	30545081
Conveyancing Account Number	7959580000
Your Reference	354902

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	3/7 MAIN STREET BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	3/7 MAIN STREET BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

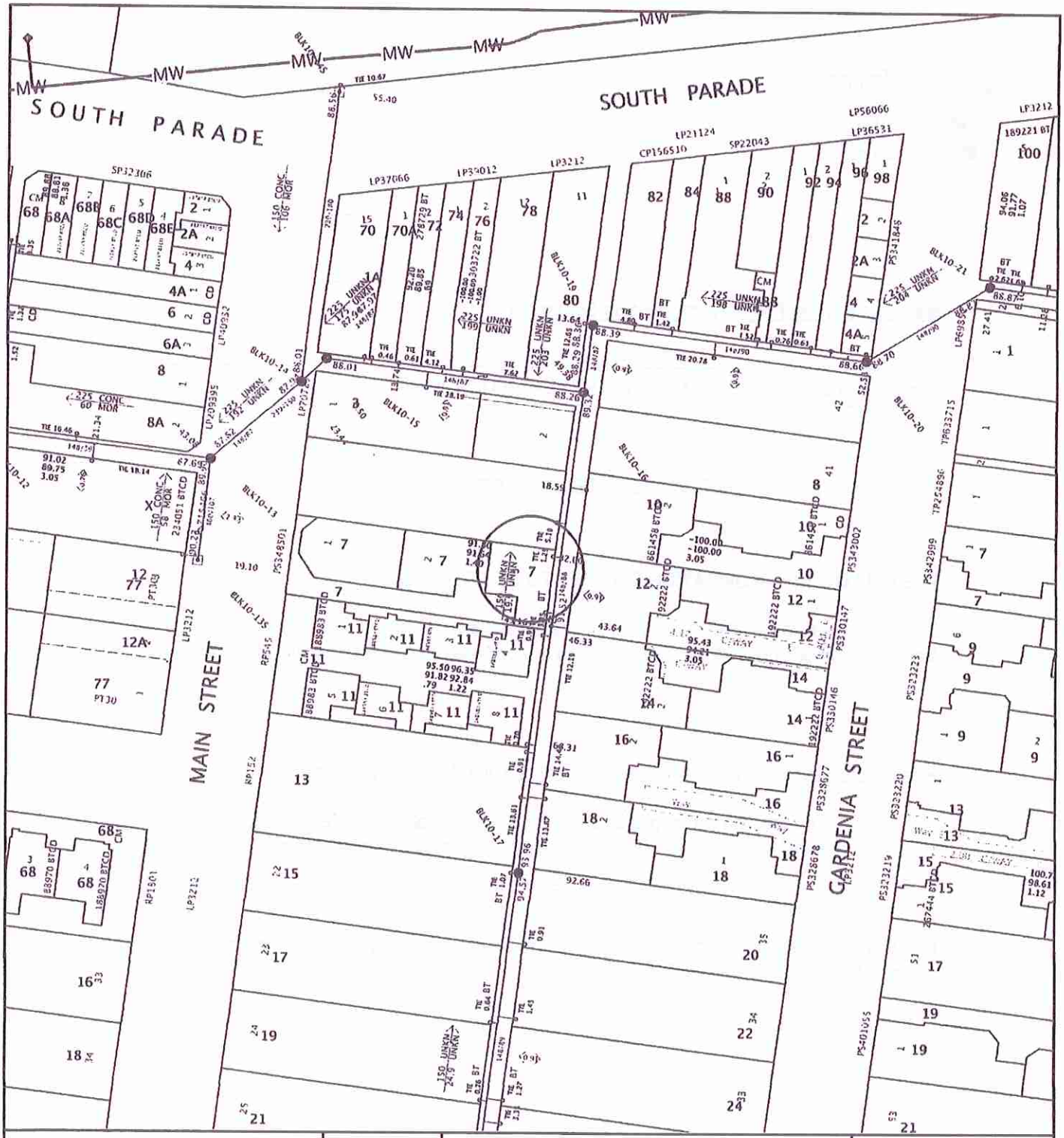
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water

Information Statement

Number: 30545081

Address	3/7 MAIN STREET BLACKBURN 3130
Date	20/07/2020
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:

- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

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ABN 93 066 902 501

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yvw.com.au

John Denton & Associates C/- InfoTrack C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2292610000
Rate Certificate No: 30545081

Date of Issue: 20/07/2020
Your Ref: 354902

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 3/7 MAIN ST, BLACKBURN VIC 3130	3\PS348501	1533638	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2020 to 30-09-2020	$19.69	$19.69
Residential Water Usage Charge *Step 1 – 2.000000kL x $2.66200000 = $5.32* Estimated Average Daily Usage $0.10	28-02-2020 to 21-04-2020	$5.32	$0.00
Residential Sewer Service Charge	01-07-2020 to 30-09-2020	$115.51	$115.51
Residential Sewer Usage Charge *2.000000kL x 0.861789 = 1.723577 x 0.900000 = 1.551219 x $1.14260000 = $1.77* Estimated Average Daily Usage $0.03	28-02-2020 to 21-04-2020	$1.77	$0.00
Parks Fee	01-07-2020 to 30-06-2021	$79.02	$79.02
Drainage Fee	01-07-2020 to 30-09-2020	$26.29	$26.29
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$240.51

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
7 MAIN ST, BLACKBURN VIC 3130	CM\PS348501	1247490	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Usage Charge Estimated Average Daily Usage $0.00	22-01-2020 to 21-04-2020	$0.00	$0.00
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

Total Due $240.51

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS
We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER
RETAIL SERVICES

Note:
1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1533638

Address: UNIT 3/7 MAIN ST, BLACKBURN VIC 3130

Water Information Statement Number: 30545081

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 22926100002

Mail a Cheque with the Remittance Advice below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount Paid		Date Paid		Receipt Number	

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1533638

Address: UNIT 3/7 MAIN ST, BLACKBURN VIC 3130

Water Information Statement Number: 30545081

Cheque Amount: $

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Did you know?
PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.
Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.
There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyencers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?
Please visit the PEXA website or contact them directly:
https://www.pexa.com.au/howpexaworks
Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays
Email: support@pexa.com.au

Land Tax Clearance Certificate

Land Tax Act 2005

INFOTRACK / JOHN DENTON & ASSOCIATES

Your Reference: 626
Certificate No: 39501823
Issue Date: 20 JUL 2020
Enquiries: ESYSPROD

Land Address: UNIT 3, 7 MAIN STREET BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
25203382	3	348501	10268	45	$455.12

Vendor: ROY SPURLING
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR ROY HARRY SPURLING	2020	$290,000	$455.12	$0.00	$455.12

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

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.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	$880,000
SITE VALUE:	$290,000
AMOUNT PAYABLE:	**$455.12**

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

Certificate No: 39501823

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 = $355.00

Taxable Value = $290,000

Calculated as $275 plus ($290,000 - $250,000) multiplied by 0.200 cents.

Land Tax Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 39501823

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: 39501823

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**

vicroads

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

John Denton & Associates C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 354902

NO PROPOSALS. As at the 20th July 2020, 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®.

UNIT 3, 7 MAIN STREET, BLACKBURN 3130
CITY OF WHITEHORSE

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

Date of issue: 20th July 2020

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 39170177 - 39170177154335 '354902'

Land
vic.gov.au

Property Report from www.land.vic.gov.au on 20 July 2020 12:03 PM

Address: UNIT 3/7 MAIN STREET BLACKBURN 3130
Lot and Plan Number: Lot 3 PS348501
Standard Parcel Identifier (SPI): 3\PS348501
Local Government (Council): WHITEHORSE Council Property Number: 247805
Directory Reference: Melway 47 K10

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

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

Site Dimensions

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

Area: 153 sq. m
Perimeter: 55 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 1m 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

State Electorates

Legislative Council: EASTERN METROPOLITAN
Legislative Assembly: BOX HILL

Utilities

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

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 2 (GRZ2)

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)
SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)

Planning scheme data last updated on 15 July 2020.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates

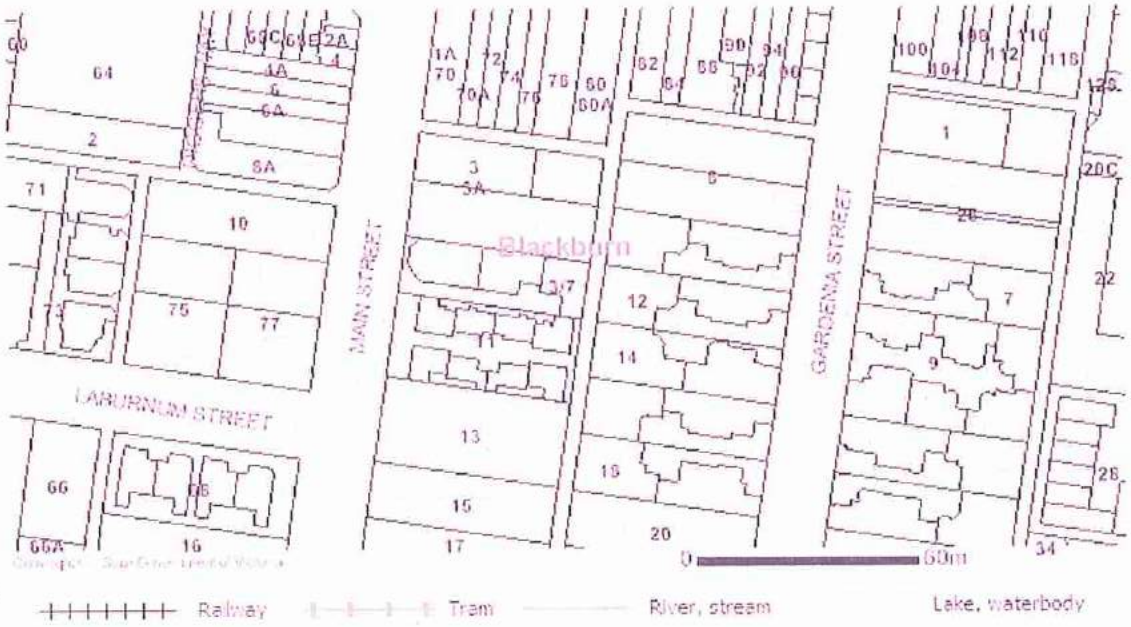
The Planning Property Report includes separate maps of zones and overlays

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



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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 20 July 2020 12:04 PM

PROPERTY DETAILS

Address:	3/7 MAIN STREET BLACKBURN 3130
Lot and Plan Number:	Lot 3 PS348501
Standard Parcel Identifier (SPI):	3\PS348501
Local Government Area (Council):	WHITEHORSE
Council Property Number:	247805
Planning Scheme:	Whitehorse
Directory Reference:	Melway 47 K10

www.whitehorse.vic.gov.au

Planning Scheme - Whitehorse

UTILITIES

Rural Water Corporation:	Southern Rural Water
Melbourne Water Retailer:	Yarra Valley Water
Melbourne Water:	Inside drainage boundary
Power Distributor:	UNITED ENERGY

View location in VicPlan

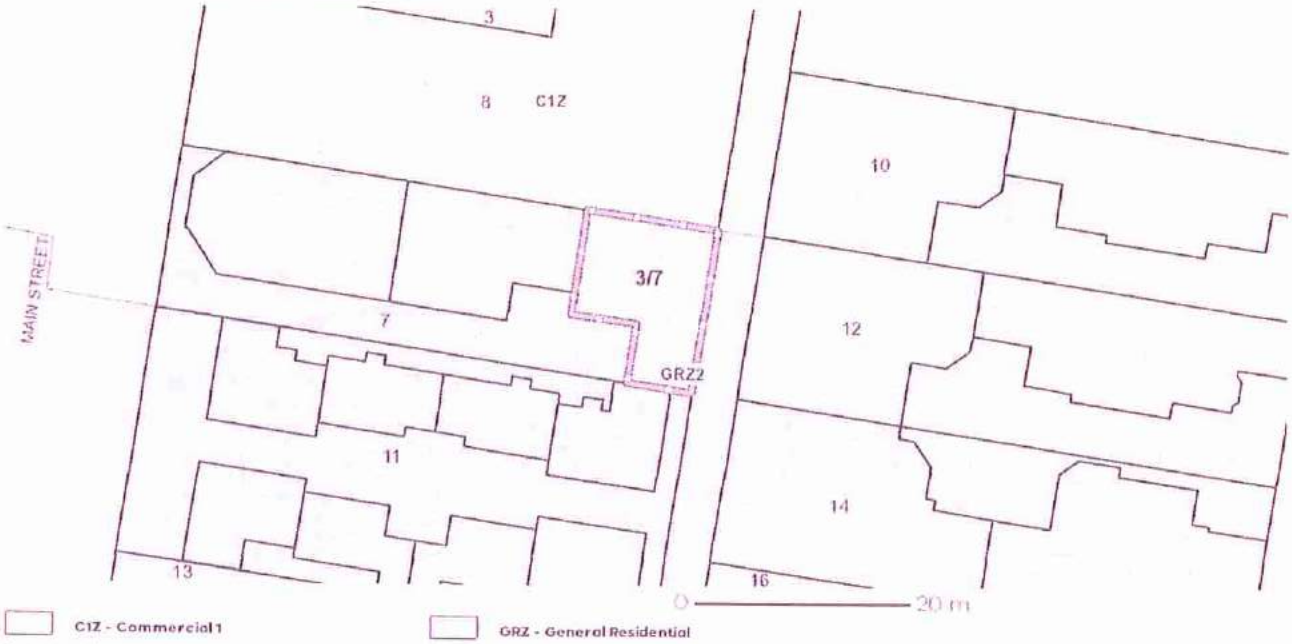
STATE ELECTORATES

Legislative Council:	EASTERN METROPOLITAN
Legislative Assembly:	BOX HILL

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 2 (GRZ2)



C1Z - Commercial 1

GRZ - General Residential

Note: Land parcel zone may not be shown correctly due to overlapping zones. Please contact the relevant council for verification.

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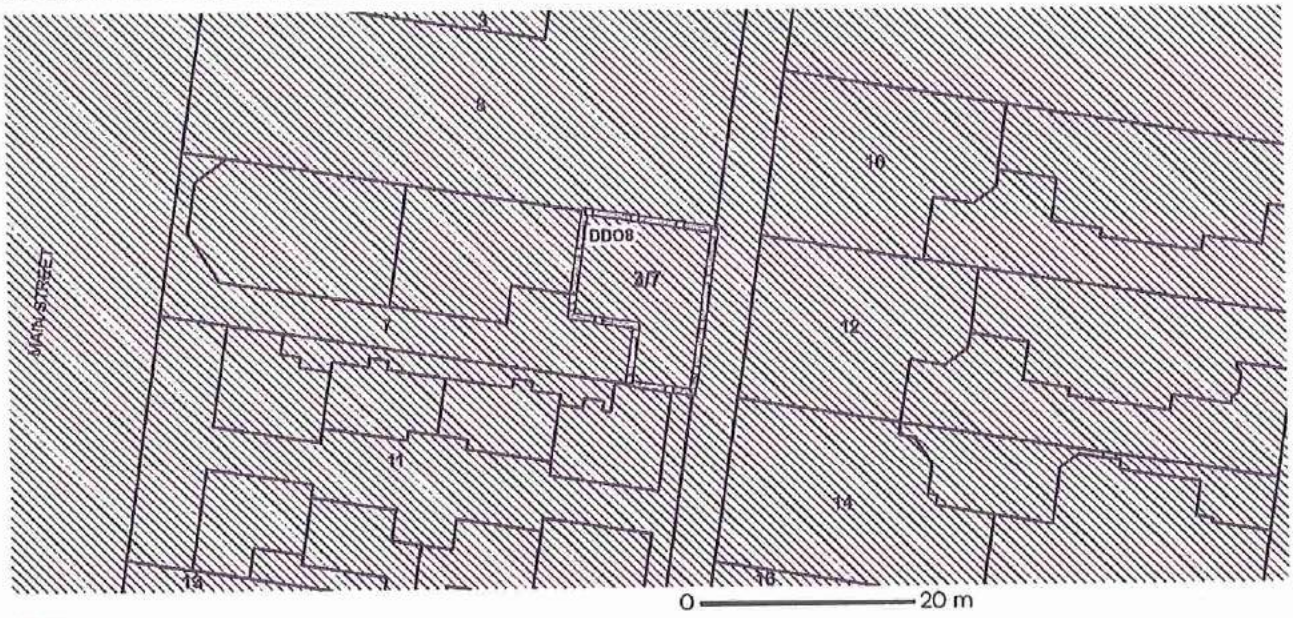
Read the full disclaimer at http://www.delwp.vic.gov.au/disclaimer

Some parcels - display of this property report may require payment via subscription or purchase of an access token. For more information, see the Terms of Use located at www.land.vic.gov.au/terms

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)

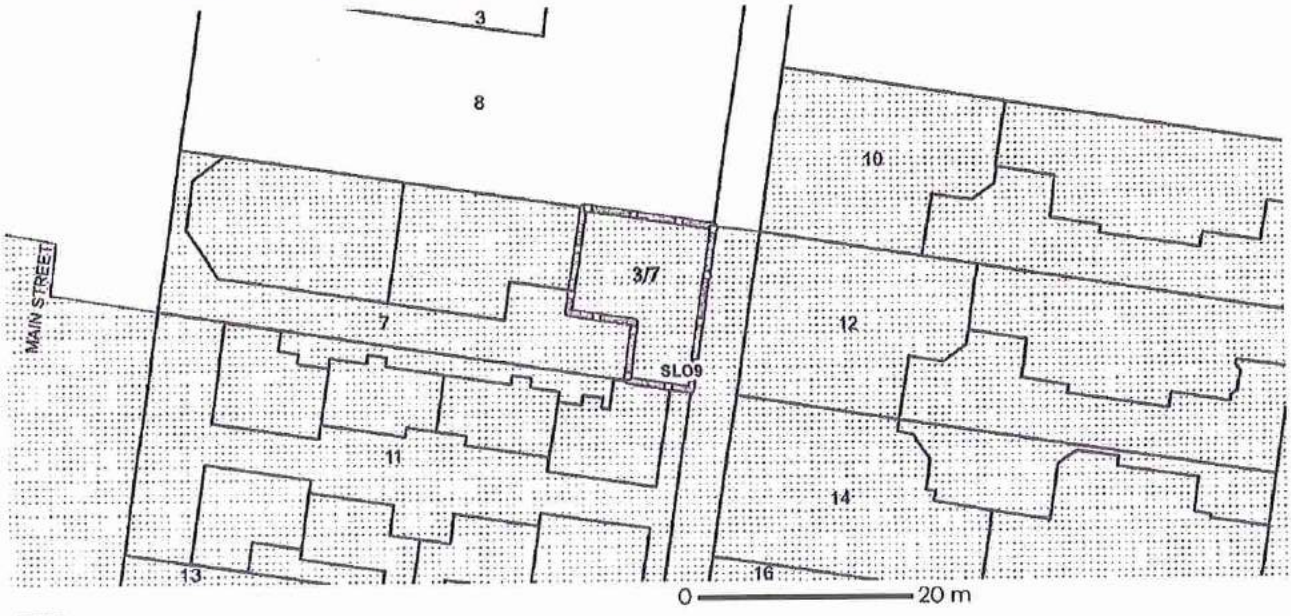


DDO - Design and Development

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



SLO - Significant Landscape

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

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

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 15 July 2020.

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

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

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

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

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

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[illegible]

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

Designated Bushfire Prone Areas

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at http://mapshare.vic.gov.au/vicplan/ or at the relevant local council.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website http://www.vba.vic.gov.au.

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

For Planning Scheme Provisions in bushfire areas visit http://www.planning.vic.gov.au.

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LEVEL 21, 150 LONSDALE STREET MELBOURNE VIC 3000
CPO BOX 320a MELBOURNE VIC 3001
Phone: (03) 9525 4022 Fax: (03) 9525 1988

CHU
Strata Insurance

Policy Number: CAH0007364
Payment Reference No: 9007360364
Period of Insurance
From: 30/10/19
To: 30/10/20

Owners Corporation Plan No. PS – 348501
2/6 Salisbury Avenue
BLACKBURN
VIC 3130

The Insured & Situation
Owners Corporation Plan No. PS – 348501
1-3/7 Main Street
BLACKBURN
VIC 3130

COMMUNITY ASSOCIATION INSURANCE PLAN - RESIDENTIAL

POLICY SCHEDULE - TAX INVOICE

Cover Selected		Sum Insured
POLICY 1	COMMUNITY PROPERTY	100,000
	COMMUNITY PROPERTY (Community Income)	15,000
	COMMUNITY PROPERTY (Common Area Contents)	Not selected
	Sports Playing Field	Not selected
	Extra Expenses	Not selected
	Excess $ Any event of any kind $500	
POLICY 2	LIABILITY TO OTHERS	Limit of Liability 10,000,000
POLICY 3	VOLUNTARY WORKERS - Refer to Table of Benefits	200,000/2,000
POLICY 4	WORKERS COMPENSATION (ACT, TAS & WA ONLY)	Not selected
POLICY 5	FIDELITY GUARANTEE	100,000
POLICY 6	OFFICE BEARER'S LEGAL LIABILITY	Not selected
POLICY 7	MACHINERY BREAKDOWN	Not selected
POLICY 8	CATASTROPHE (COMMUNITY ASSOCIATION)	Not selected
	Extended cover – Community Income/Temp Accommodation/Storage	Not selected
POLICY 9	PART A - Government Audit Costs	25,000
	PART B - Appeal Expenses - common property health & safety breaches	100,000
	PART C - Legal Defence Expenses	50,000
	FLOOD	Selected
	Excess FLOOD EXCESS $500	
	Exclusion 1a does not apply	

Base Premium:	376.11
Levies:	0.00
GST:	46.61
Stamp Duty:	41.38
CHU Admin Fee:	90.00
TOTAL:	554.10

Date of Issue: 11/11/19
This certificate forms part of your COMMUNITY ASSOCIATION INSURANCE PLAN - RESIDENTIAL
Refer to Important Information for Duty of Disclosure and Excess Descriptions.
Please refer to your Product Disclosure Statement and Policy Wording

Our Ref: 19102548

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No

Address: 3/7 Main Street, Blackburn 3130

This certificate is issued for	**Lot 3 on Plan of Subdivision No: PS348501**
Postal address is	**7 Main Street Blackburn 3130**
Applicant for the certificate is	**JOHN DENTON & ASSOCIATES**
Address for delivery of certificate is:	**43 Harp Road Kew East 3102**
Date that the application was received:	**11 August 2020**

IMPORTANT:

The information in this certificate is issued on: **11 August 2020**

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

1.	The current annual fees for the lot *per quarter or *annually (strike out if not applicable) are: $184.70 payable annually
2.	The date which the fees for the lot have been paid up to is – 30 October 2020.
3.	The total of any unpaid fees or charges for the lot are – nil.
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are - nil.
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: Not applicable.
6.	The owners corporation has the following insurance cover: • the name of the company: CHU • policy number: CAH0007364 • type of policy: PUBLIC LIABILITY • buildings covered: NO • building amount: $NIL • public liability amount $10,000 • renewal date 30/10/2020
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution -

8.	The total funds held by the owners corporation - The total funds should report the best available statement of financial position of the owners corporation. The statement of financial position at the end of the last financial year of the owners corporation on (insert date) NOT APPLICABLE was: Assets: $ Maintenance fund (if prescribed owners corporation): Liabilities: $ Maintenance plan (if prescribed owners corporation): Total funds = $
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details: NO.
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details - NO
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details - NO
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details - NO.
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details - NO.
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details - NO.
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? NO.
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation.

17.	Documents required to be attached to the owners corporation certificate are: • A copy of all resolutions made at the last annual general meeting • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"
18.	**NOTE:** More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: NOT APPLICABLE.

DATED the 11th day of August 2020.

This owners corporation certificate was prepared by: John Denton & Associates

Postal address	43 Harp Road Kew East VIC 3102
(signature)	
(Print name)	
(name of management company if relevant) as delegate of the owners corporation	

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

_____
Signature

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

2. This rule does not apply to -

   (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
   (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

3. Subrule (2) does not apply if the concession or rebate -

   (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
   (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

3. An approval under subrule (2) may state a period for which the approval is granted.

4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 **Damage to common property**

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 **Change of use of lots**

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

Example

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

5.2 **External appearance of lots**

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 **Requiring notice to the owners corporation of renovations to lots**

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

6. Behaviour of persons

6.1 **Behaviour of owners, occupiers and invitees on common property**

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

6.2 **Noise and other nuisance control**

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

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

7. Dispute resolution

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

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

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

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

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

6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

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

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