

Contract of Sale of Land

Property:

4 The Mews, Somerville VIC 3912



Langwarrin Conveyancing Services

16 Amarillo Drive

CRANBOURNE SOUTH VIC 3977

Tel: 9789 7870

Fax: 9789 0086

PO Box 4011, Langwarrin VIC 3910

Ref: KJF:JLF:17041

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

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

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

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

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

Print names(s) of person(s) signing:

State nature of authority, if applicable:

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: Ernest John Holden

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Vendor

Name: Ernest John Holden
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: Langwarrin Conveyancing Services
Address: 16 Amarillo Drive, Cranbourne South VIC 3977
Email: admin@langwarrinconveyancing.com
Tel: 9789 7870 Mob: _____ Fax: 9789 0086 Ref: 17041

Purchaser's estate agent

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10004 Folio 394	29	PS 300269G

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: 4 The Mews, Somerville VIC 3912

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fixed floor coverings, electric light fittings, window furnishings and all fixtures and fittings as inspected.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

OUR OFFICE IS CLOSED FOR SETTLEMENT BOOKINGS BETWEEN THE 21ST DECEMBER, 2024 AND THE 12TH JANUARY, 2025 (INCLUSIVE). PLEASE DO NOT CHOOSE A SETTLEMENT DATE DURING THIS PERIOD.

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on / /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

- ☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

Loan amount: _____ Approval date: _____

Building report

- ☐ Special Condition 2 applies only if the box is checked

Pest report

- ☐ Special Condition 3 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

1. The parties acknowledge that General Conditions 21 and 22 are deleted from this Contract.

2. BUILDING REPORT

2.1 This Special Condition only applies if the applicable box in the particulars of sale is checked.

2.2 The Purchaser may end this Contract within 7 days from the day of sale if the purchaser :

2.2.1 obtains a written report from a registered building practitioner or architect which discloses a current structural defect in a structure on the land and designates it as a major structural building defect;

2.2.2 gives the Vendor a copy of the report and a written notice ending this contract; and

2.2.3 is not then in default.

2.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

2.4 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

2.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

3. PEST REPORT

3.1 This special condition only applies if the applicable box in the particulars of sale is checked.

3.2 The purchaser may end this contract within 7 days from the day of sale if the purchaser :

3.2.1 obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation in a structure on the land and designates it as a major infestation affecting the structure of a building on the land;

3.2.2 gives the Vendor a copy of the report and a written notice ending this contract; and

3.2.3 is not then in default.

3.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

3.4 A notice under this special condition may be served on the Vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

3.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

4. LAND TAX

Land Tax is not adjustable at settlement.

5. SETTLEMENT DATE

The due date for settlement stipulated in the Particulars of Sale must not be between the 21st December, 2024 and the 12th January, 2025 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, this Special Condition shall prevail and have the effect of altering the due date for settlement to read the 13th January, 2025. Neither party may issue a Default and/or Notice of Rescission on the other party between the period of the 21st December, 2024 and 12th January, 2025 (inclusive), or make any objections, requisition, or claim for compensation arising from or in connection with the failure to complete settlement under this special condition.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in A *New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 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.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) 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*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. 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 at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

that money towards those damages; and

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

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

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Ernest John Holden
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Property:	4 The Mews, Somerville VIC 3912
------------------	---------------------------------



VENDORS REPRESENTATIVE

Langwarrin Conveyancing Services
16 Amarillo Drive
Cranbourne South 3977

Tel: 9789 7870
Fax: 9789 0086
Email: admin@langwarrinconveyancing.com

Ref: 17041

SECTION 32 STATEMENT
4 The Mews, Somerville VIC 3912

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows- see attached.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

32A(c)

- (i) A statement of whether or not the land is tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**; and
- (ii) the AVPCC (within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**) most recently allocated to the land; and
- (iii) if the land is tax reform scheme land, its entry date within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024** - Not Applicable.

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

SECTION 32 STATEMENT
4 The Mews, Somerville VIC 3912

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

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: See attached certificate
Responsible Authority:
Zoning:
Planning Overlays:

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

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

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

SECTION 32 STATEMENT
4 The Mews, Somerville VIC 3912

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

(2) ~~Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):~~

- ~~— any certificate of release from liability to pay;~~
- ~~— any certificate of deferral of the liability to pay;~~
- ~~— any certificate of exemption from the liability to pay;~~
- ~~— any certificate of staged payment approval;~~
- ~~— any certificate of no GAIC liability;~~
- ~~— any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;~~
- ~~— any notice given under that Part providing evidence of an exemption of the liability to pay;~~

OR

- ~~— a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.~~

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.

SECTION 32 STATEMENT
4 The Mews, Somerville VIC 3912

- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist
- ~~- Disclosure of **Energy Information**~~
- ~~- Additional Statement (including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*) regarding **Undischarged Mortgages** (Section 32A(a))~~
- ~~- Additional Statement (containing the information specified in Schedule 2 of the *Sale of Land Act 1962*) regarding **Terms Contracts** (Section 32A(d)) where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer.~~

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

Ernest John Holden

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

SECTION 32 STATEMENT
4 The Mews, Somerville VIC 3912

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

Signature/s of the Purchaser

x

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 10004 FOLIO 394

Security no : 124119624655E
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LAND DESCRIPTION

Lot 29 on Plan of Subdivision 300269G.
PARENT TITLE Volume 08333 Folio 398

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

ERNEST JOHN HOLDEN of 4 THE MEWS SOMERVILLE VIC 3912
AY483494S 10/10/2024

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
R190799P 29/01/1991

DIAGRAM LOCATION

SEE PS300269G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY483492W (E)	CONV PCT & NOM ECT TO LC	Completed	10/10/2024
AY483494S (E)	SURVIVORSHIP APPLICATION	Registered	10/10/2024

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

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

Street Address: 4 THE MEWS SOMERVILLE VIC 3912

ADMINISTRATIVE NOTICES

NIL

eCT Control 17224F LANGWARRIN CONVEYANCING SERVICES
Effective from 10/10/2024

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS300269G

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

Page 2 of 2

DOCUMENT END

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PLAN OF SUBDIVISION

LTO use only

EDITION 2

Plan Number

PS 300269G**Location of Land**

Parish: Tyabb

Township:

Section:

Crown Allotment: 17 (part)

Crown Portion:

LTO base record: CHART 7

Title References

c\ Vol. 8333 Fol. 398

Last Plan Reference: L.P. 48348 (lot 2)

Postal Address: 49 Eramosa Road East
(At time of subdivision) Somerville 3912AMG Co-ordinates 3 400 660 E
(Of approx. centre of plan) 5 767 520 N**Council Certification and Endorsement**

Council Name: Shire of Hastings

Ref: 7096-142

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 Subdivision
Act 1988 has / ~~has not~~ been made.(ii) ~~The requirement has been satisfied.~~

(iii) The requirement is to be satisfied in Stage 1 & 2

Council delegate

~~Council seal~~

Date 2 / 8 / 90

~~Re-certified under section 11(7) of the Subdivision Act 1988.~~~~Council delegate~~~~Council seal~~~~Date / /~~APPLIES TO MASTER
PLAN ONLY**Vesting of Roads or Reserves**

Identifier

Council/Body/Person

R1 & R2

Shire of Hastings

Notations

Depth Limitations DOES NOT APPLY

Staging This is/is not a staged subdivision
Planning permit No. 7094Survey This plan is / ~~is not~~ based on survey
(To be completed where applicable)This survey has been connected to permanent marks no(s).
in Proclaimed Survey Area no.**Easement Information****Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1,E-2	Drainage & Sewerage	See diag. sheet 2 & 3	This plan	Land in this plan
R 1,R 2	Way, drainage, sewerage, gas, electricity, telephone & data transmission	See diag. sheet 2 & 3	This plan	Land in this plan
E-2	Drainage	See diag. sheet 2	L.P.48348	The lots in L.P.48348

LTO use only

Form 17 FITTED
Statement of compliance/
Exemption Statement

Received



Date: 15 / 2 / 91

**THIS IS AN L.T.O.
COMPILED PLAN**

CHECKED 27 / 2 / 1991.

Assistant Registrar of Titles

Sheet 1 of 4 Sheets

GISSING & SMITH
 SURVEYORS, CIVIL ENGINEERS,
 & DEVELOPMENT CONSULTANTS
 40 ERROL ST., NORTH MELB. 3051
 PHONE 329 9677, FAX. 329 9242

LICENSED SURVEYOR (PRINT) JOHN DOUGLAS ADAM

SIGNATURE _____ DATE 1 / 2 / 90

REF. 89156-1

VERSION 1

DATE / /

COUNCIL DELEGATE SIGNATURE

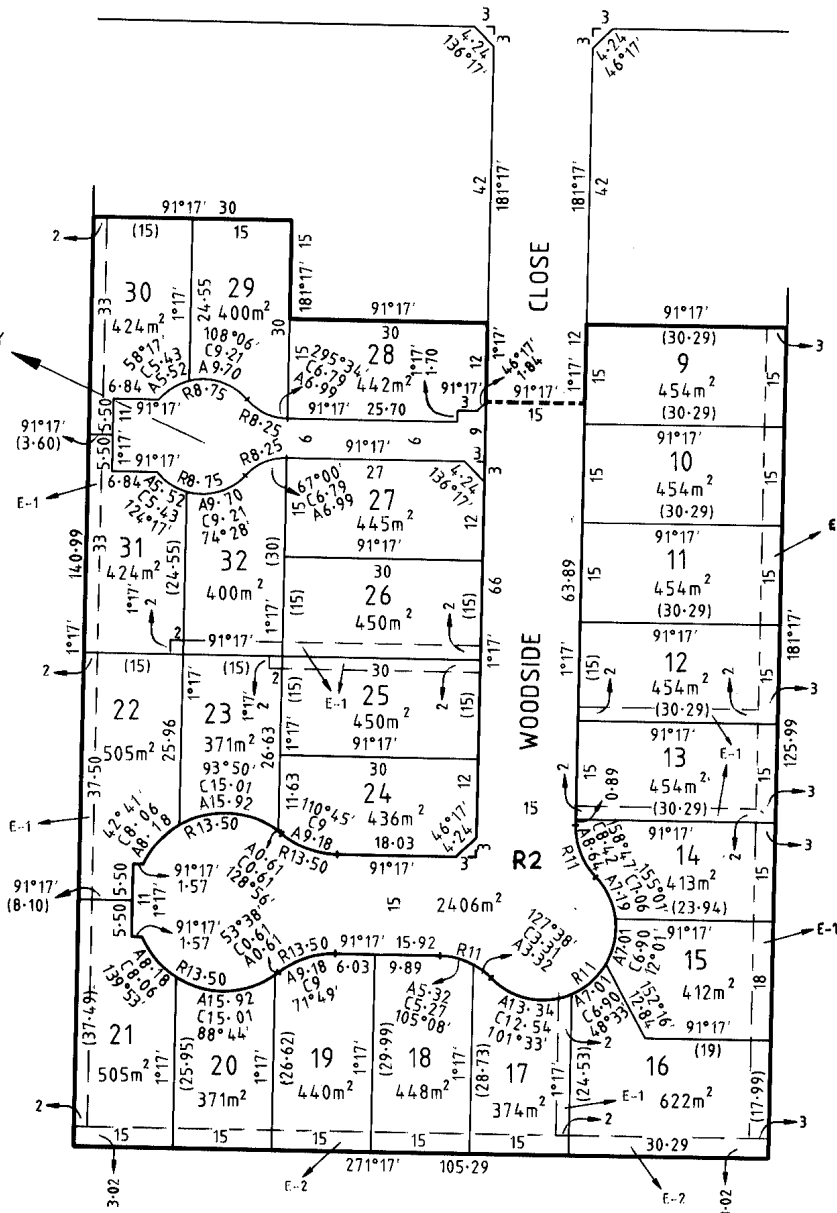
Original sheet size A3

PLAN OF SUBDIVISION

Plan Number
PS 300269G

ERAMOSA ROAD EAST

THE MEWS
COMMON PROPERTY
524m²



GISSING & SMITH
SURVEYORS, CIVIL ENGINEERS,
& DEVELOPMENT CONSULTANTS
40 ERROL ST, NORTH MELB. 3051
PHONE 329 9677, FAX. 329 9242

Sheet 3 of 4 Sheets

ORIGINAL

LICENSED SURVEYOR (PRINT) JOHN DOUGLAS ADAM

SCALE SHEET
SIZE
1:800 A3

SIGNATURE _____ DATE 1 / 2 / 90
REF. 89156-2 VERSION 1

DATE / / E

COUNCIL DELEGATE SIGNATURE

8 0 8 16 24 32
LENGTHS ARE IN METRES

PS300269G

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS300269G**

The land in PS300269G is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 27 - 32.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

C/- STEPHENSON & CO 49 PAYNE STREET FRANKSTON VIC 3199

PS300269G 22/02/1991

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 27	10	10
Lot 28	10	10
Lot 29	10	10
Lot 30	10	10
Lot 31	10	10
Lot 32	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/11/2024 03:42:46 PM

OWNERS CORPORATION
PLAN NO. PS300269G

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Total	60.00	60.00

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.

Statement End.

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REGD

R190799P

TAYLOR SPLATT & PARTNERS

Lawyers
40 Young Street, Frankston
Code No. 2760N

Calc 2760N

APPLICATION BY RESPONSIBLE AUTHORITY UNDER SECTION 181
PLANNING AND ENVIRONMENT ACT 1987 FOR ENTRY OF A
MEMORANDUM OF AGREEMENT UNDER SECTION 173 OF THAT ACT

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND: Lot 2 on LP 48348 contained in Certificate of Title Volume 8333 Folio 398

ADDRESS OF THE LAND: 49 Eramosa Road, Somerville

PLANNING SCHEME: Hastings Planning Scheme

RESPONSIBLE AUTHORITY: *Marine Parade* THE PRESIDENT, COUNCILLORS AND CITIZENS OF THE SHIRE OF HASTINGS of Marine Parade Hastings

AGREEMENT DATE: 2nd October, 1990

AGREEMENT WITH: FRANKSTON HIGH-TECH PARK PTY. LTD. of 5 Moorna Court, Mount Eliza

A copy of the Agreement is attached to this Application.

DATED the 17th day of December 1991

Signed:
Shire of Hastings
Manager - Planning & Development

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



AGREEMENT PURSUANT TO SECTION 173
PLANNING AND ENVIRONMENT ACT 1987

THIS AGREEMENT made the ~~17th~~ ^{Second day} of ~~August~~ ^{October} 1990 pursuant to Division 2 of Part 9 of the Planning and Environment Act 1987 ("the Act") BETWEEN the Responsible Authority and the Owner

WITNESSETH THAT:-

- a. The Owner is registered or entitled to be registered as the proprietor of the site;
- b. The site is within the Medium Density 2 Residential;
- c. The Responsible Authority is the relevant responsible authority under the Scheme and enters into this Agreement pursuant to Section 173 of the Act.

NOW THEREFORE IT IS EXPRESSLY AGREED as follows:-

1. THIS Agreement is made pursuant to Division 2 of Part 9 of the Act.
2. THIS Agreement is entered into as required by and pursuant to condition of Planning Permit No. 7056.
3. IN this Agreement words importing the singular or plural number shall include the plural or singular number respectively and words importing the masculine gender shall include the feminine and neuter genders.
4. IN this Agreement a reference to an Act of Parliament or Section thereof or any Regulation shall be deemed to include any statutory modification or re-enactment thereof.
5. IN this Agreement where the Owner constitutes more than one person, the obligations on the part of the Owner shall be deemed to be joint and several.

6. THE Owner's obligations hereunder are intended to take effect as covenants which shall be annexed to and run at law and in equity with the site and bind the owner thereof and any part thereof and the successors, assignees, transferees and registered proprietor or proprietors for the time being of the site and every part thereof.

7. THE Owner shall do all things necessary and expedient to enable the Responsible Authority to register this Agreement with the Registrar of Titles against the title to the site pursuant to Section 181 of the Act. The Responsible Authority shall request the Registrar of Titles to withdraw registration of this Agreement from such title upon the termination of the Agreement or the Owner's obligations hereunder being satisfied and fulfilled.

8. THIS Agreement commences upon the 17th day of August, 1990.

9. THE Owner warrants and covenants:-

- 9.1 That the Owner is the registered proprietor or entitled to become the registered proprietor of the site and the beneficial owner thereof;
- 9.2 That there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the owner affecting the site not disclosed by the usual searches or notified to the Responsible Authority;
- 9.3 No part of the site is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the Transfer of

Land Act;

9.4 The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with the possession of the site or any part thereof without first disclosing to any intended purchase, transferee, assignee or mortgagee the existence and nature of this Agreement.

10. NOTICES:-

Any notice, consent, offer, demand, request or other instrument required or authorized to be given or served upon either party to this Agreement shall be in the English language and in writing and may be given by telex, telegram, facsimilie transmission, cable, post or hand to that party delivered to the last or most usual address of that party known to the party giving such notice. Any instrument given or served by telex, telegram, facsimilie transmission or cable shall be deemed to have been received on the date following the day of its despatch. Any instrument having been given or served by post to any address in the same State in which it is posted shall be deemed to have been received on the third day following the day of posting. Any instrument given or served by hand shall be served at the time of delivery.

11. UPON the commencement of this Agreement, condition 4. of Planning Permit No. 7056 shall be deemed to have been satisfied.

12. THE Owner shall pay all stamp duty applicable to this Agreement and the legal costs of the Responsible Authority of and incidental to this Agreement including costs and fees for registration of a copy of this Agreement against the title/s

to the site pursuant to Section 181 of the Act.

13. ANY monies owing pursuant to this Agreement shall if not paid within 14 days of demand, bear interest at a rate being 2% higher than the rate prescribed under the Penalty Interest Rate Act payable on such monies from the time those monies fell due until paid.

14. THIS Agreement shall be registered at the Land Titles Office under provisions of the Transfer of Land Act 1958.

15. ALL buildings and works erected on the said land will be in accordance with Plans and Permits as approved by the Shire of Hastings in Planning Permit No. 6347, save for such minor modifications as the Shire of Hastings may permit in respect to floor area, layout, building elevations and materials.

16. NOT more than one, single storey brick or brick veneer dwelling shall be erected on each lot.

17. ALL dwellings erected on the said land shall be single storey, second storey additions are to be expressly prohibited.

18. NO allotment on the subdivision shall be further subdivided.

19. PRIOR to the sale of any of the lots approved under Planning Permit No. 7056 the owner shall submit a bond for the landscaping of the allotments equivalent to 150% of the value of the landscaping works as indicated on the endorsed plan and as assessed by the Shire's Superintendent of Parks and Gardens, to be refunded when the landscaping is satisfactorily completed. Within 3 months of the practical completion of a dwelling on any of the lots landscaping of that lot shall be

established and any adjoining road reserve reinstated to the satisfaction of the Responsible Authority.

20(a) NO more than one dog and one cat shall be kept on any single allotment.

20(b) NO vehicle shall be parked on the road reserve except in areas designated for parking.

20(c) NO major mechanical repairs to vehicles shall be conducted on any of the allotments and no trucks shall be parked on the lots.

20(d) NO outbuildings exceeding 10 square metres shall be erected without planning approval from the Responsible Authority.

20(e) NO dwelling shall exceed 140 square metres in floor area or a 35 percent site coverage of the allotment, whichever is the lesser area.

SCHEDULE

1. THE OWNER: Frankston High-Tech Park Pty. Ltd.
5 Moorna Court, Mount Eliza
2. THE RESPONSIBLE
AUTHORITY: The President, Councillors and
Ratepayers of the Shire of Hastings.
3. THE SITE: No. 49, Lot 2, LP 48348 Eramosa Road,
Somerville, Volume 8333 Folio 398
4. THE SCHEME: Hastings Planning Scheme

IN WITNESS WHEREOF the parties hereto have hereunto affixed
their hands and seals the day and year hereinbefore mentioned.

THE COMMON SEAL of THE SHIRE)
PRESIDENT, COUNCILLORS AND)
RATEPAYERS OF THE SHIRE OF)
HASTINGS was hereunto affixed)
in accordance with its)
Articles of Association in)
the presence of:)

..... *Chris Watt* Councillor

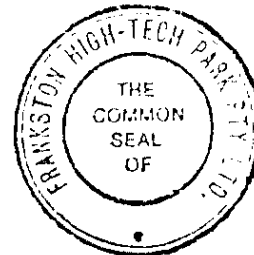
..... *James* Councillor

..... *James* Chief Executive Officer

THE COMMON SEAL of FRANKSTON)
HIGH-TECH PARK PTY. LTD. was)
hereunto affixed in)
accordance with its Articles)
of Association in the)
presence of:)

..... *A. G. G. G. G.* Director

..... *John* Secretary



DATED: Second October 1990

FRANKSTON HIGH-TECH
PARK PTY. LTD.

and

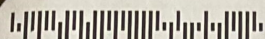
THE PRESIDENT
COUNCILLORS AND RATEPAYERS
OF THE SHIRE OF HASTINGS

AGREEMENT PURSUANT TO
SECTION 173 PLANNING AND
ENVIRONMENT ACT 1987

STEPHENSON & CO.,
Barristers & Solicitors,
49 Playne Street,
FRANKSTON 3199

Telephone: 783 6133
Reference: JFS:SH 26338

Mornington Peninsula Shire
1000,
Street, Rosebud 3939
53 159 890 143
For general enquiries, call us or visit our website
mornpen.vic.gov.au
1300 850 600 (local call, fees apply)



032-3912 (23559)

E J Holden & M M Holden — DECEASED
4 The Mews
SOMERVILLE VIC 3912

Property details

4 The Mews SOMERVILLE VIC 3912
Lot 29 PS 300269 Vol 10004 Fol 394

Site Value:
\$375,000

Capital improved value
\$540,000

Net annual value
\$27,000

AVPCC

110 - Residential

Financial details

Residential Improved Rate	0.0013230 x CIV	\$714.40
Waste Service Charge		\$406.00
Pension Rebate		-\$259.50

Total Shire rates and charges

\$860.90

Fire Service Levy Residential Fixed		\$132.00
Fire Service Levy Residential Variable	0.000087 x CIV	\$46.95
Pension Rebate on Fire Service Levy		-\$50.00

Total State Government Fire Levy

\$128.95

Balance due

\$989.85

Scan to pay

Pay in full or choose
flexible payment options
that suit you.



Scan the QR code on your phone or visit rates.mornpen.vic.gov.au to pay in full
or choose from flexible weekly, fortnightly or monthly instalments.

New

- Helpful reminders
- Pay by card or bank
- Flexible Direct Debit
- No extra fees



Payble



VISA



The Mornington Peninsula Shire imposes a surcharge on all credit and debit card payments.



Post
Billpay

Billpay code: 3064
Ref no: 941109



Bill code: 20537
Ref no: 4000941109

Pay in person at any post office, by phone
13 18 16 or go to postbillpay.com.au

BPAY® this payment via Internet or
phone banking.



*3064 941109

2024-25

Rates and Valuation Notice



MORNINGTON
PENINSULA
Shire

Property number

94110

Total amount due

\$989.85

Arrears (due immediately)

\$0.00

Current payable

\$989.85

Due 17/02/2025

Instalments

1st	\$247.35	Due 30/09/2024
2nd	\$247.50	Due 02/12/2024
3rd	\$247.50	Due 28/02/2025
4th	\$247.50	Due 02/06/2025

Key dates

Date of Issue	19/08/2024
Date of declaration	28/05/2024
Date of valuation	01/01/2024



Get your rates
notice via email.

mornpen.ezybill.com.au

The rating year: 01/07/2024 to 30/06/2025.

Property owners:

E J Holden, M M Holden

LANGWARRIN CONVEYANCING
E-mail:
admin@langwarrinconveyancing.com

Statement for property:
LOT 29 4 THE MEWS SOMERVILLE
3912
29 PS 300269

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03B//01923/1		06 NOVEMBER 2024	47968227

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/10/2024 to 31/12/2024	\$21.79
Melbourne Water Corporation Total Service Charges	01/10/2024 to 31/12/2024	\$30.52

(b) By South East Water

Water Service Charge	01/10/2024 to 31/12/2024	\$22.58
Sewerage Service Charge	01/10/2024 to 31/12/2024	\$98.05
Subtotal Service Charges		<u>\$172.94</u>

TOTAL UNPAID BALANCE \$172.94

- The meter at the property was last read on 30/08/2024. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge \$0.64 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

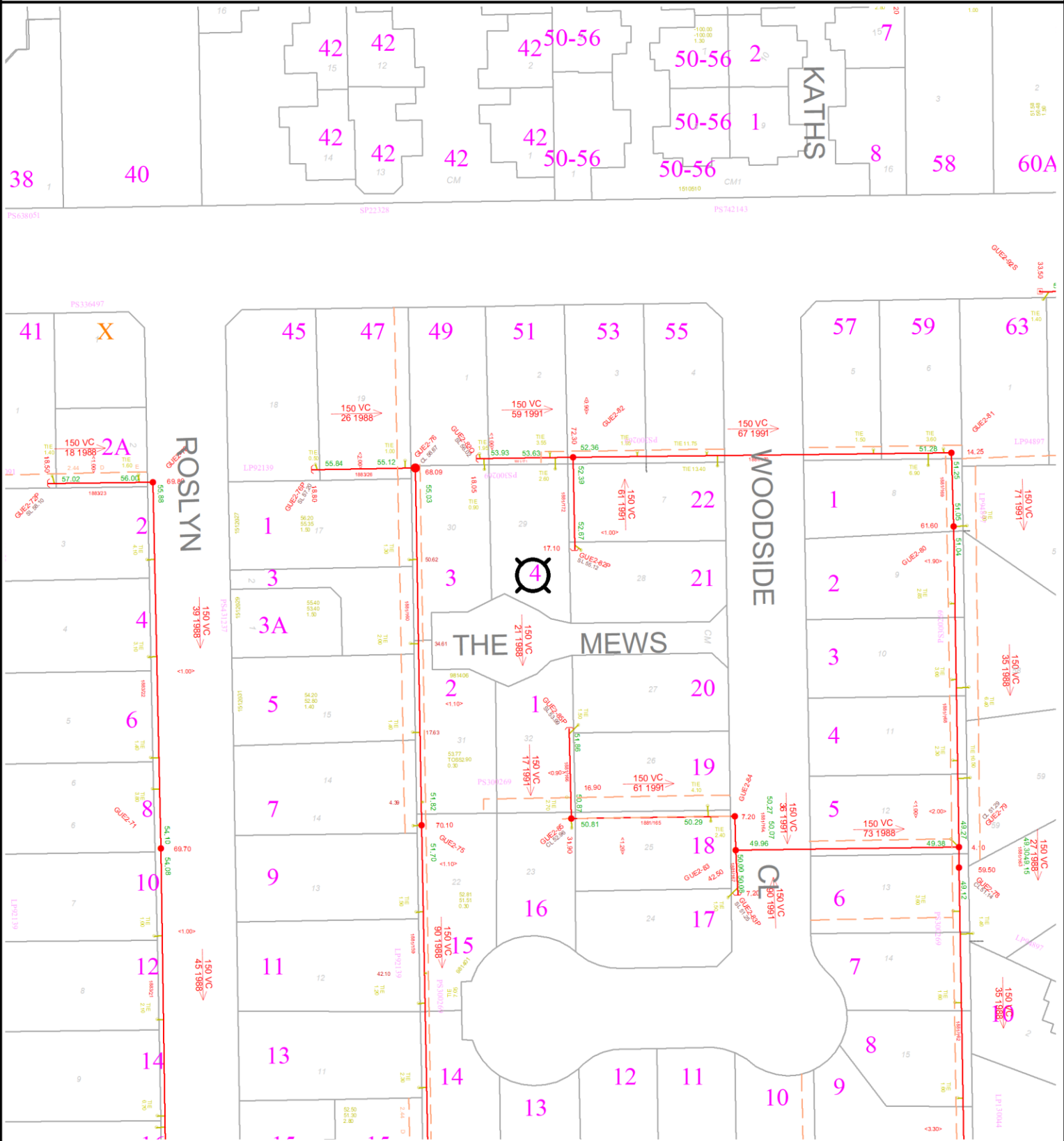
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



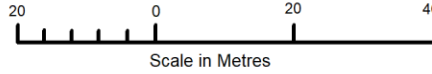
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

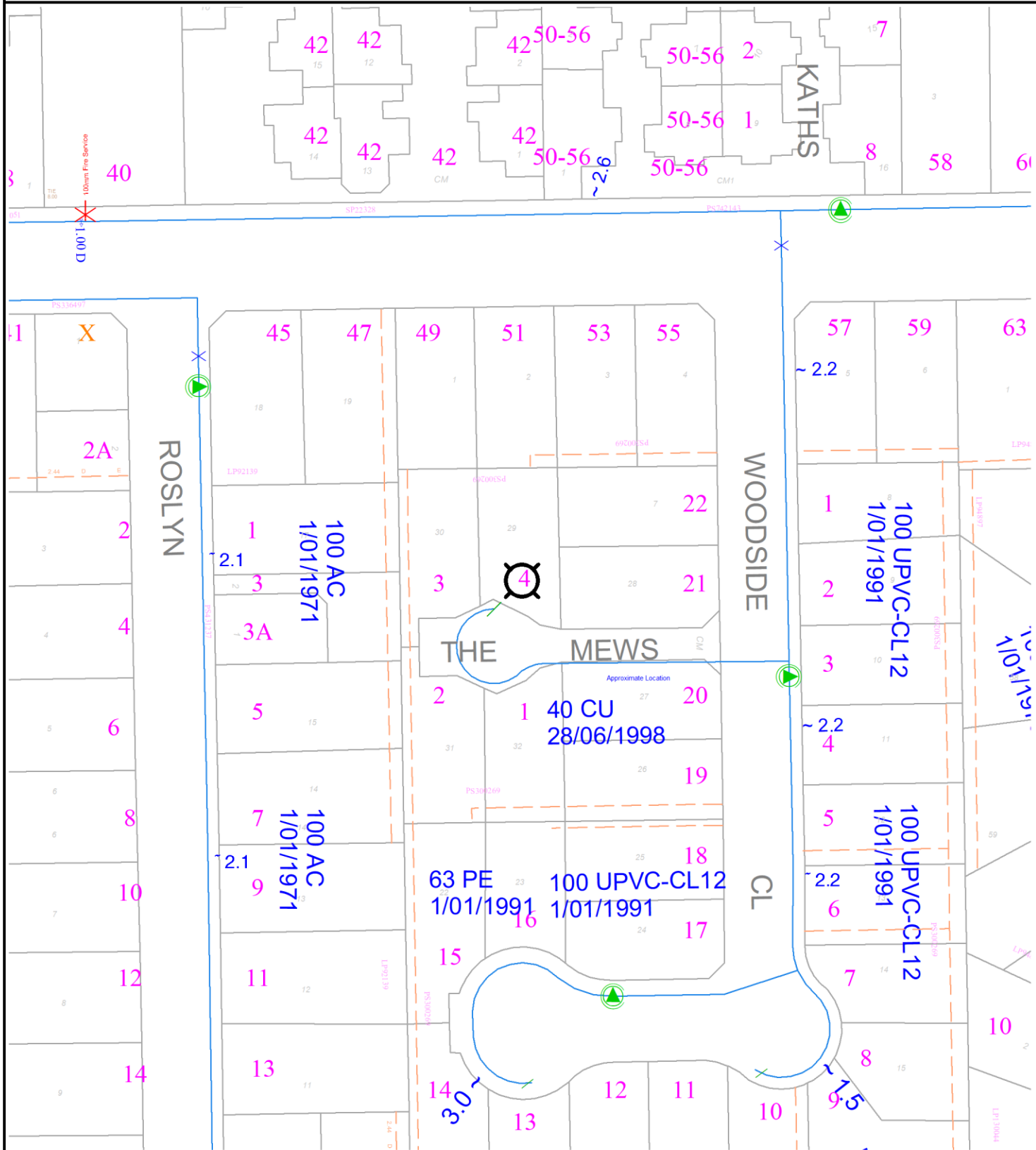


Property: Lot 29 4 THE MEWS SOMERVILLE 3912

Case Number: 47968227



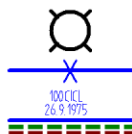
Date: 06NOVEMBER2024



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

LEGEND

- Title/Road Boundary
- - - Proposed Title/Road
- - - Easement

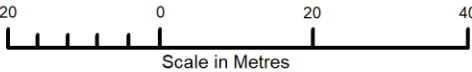


- Subject Property
- Water Main Valve
- Water Main & Services

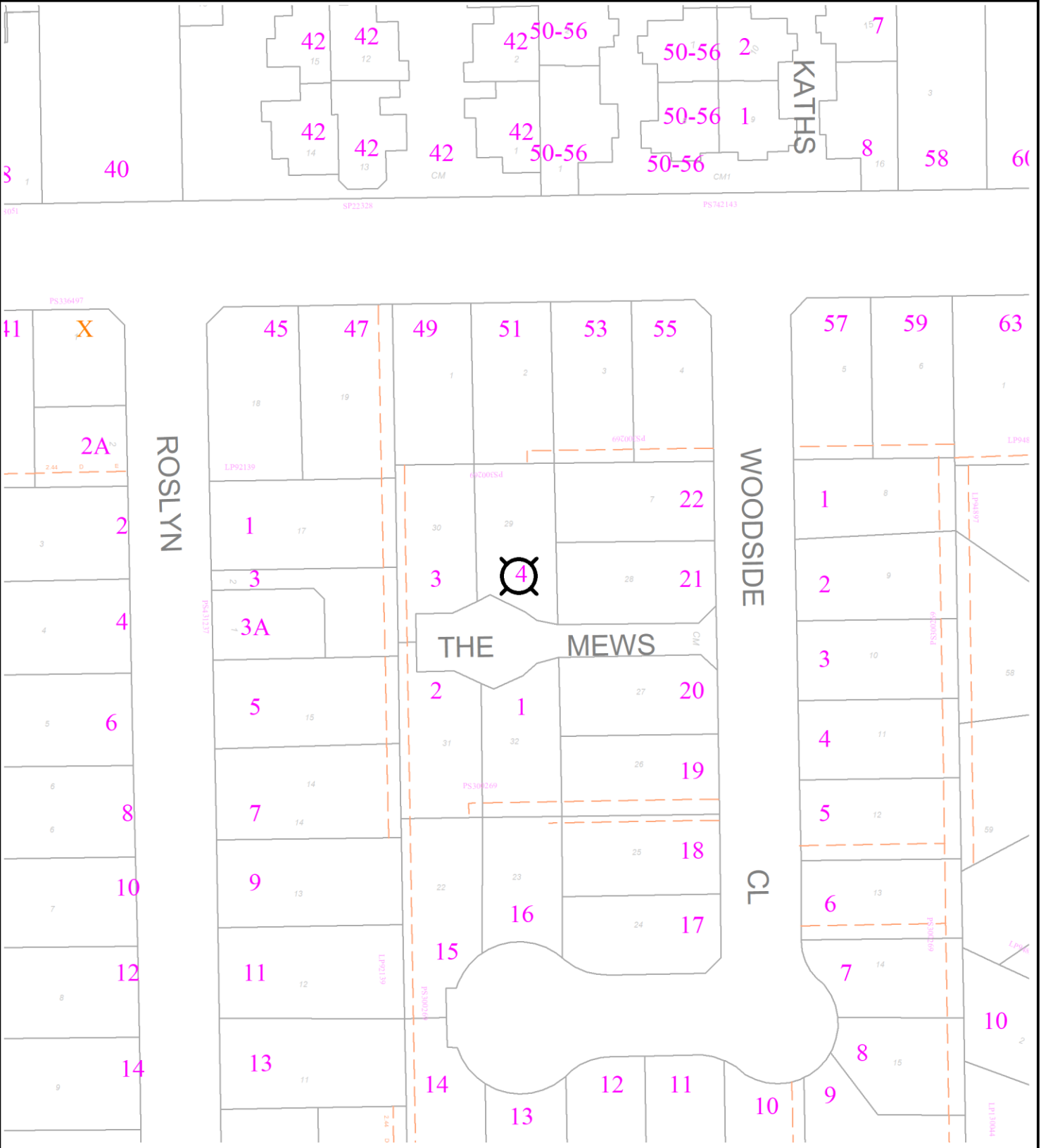
- Hydrant
- Fireplug/Washout
- Offset from Boundary



Case Number: 47968227



Date: 06NOVEMBER2024



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

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main & Services		Offset from Boundary

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.17 Owners Corporations Regulations 2018

Owners Corporation No

Address: 4 The Mews, Somerville VIC

This certificate is issued for	Lot 29 on Plan of Subdivision No: 300269G
Postal address is	4 The Mews, Somerville VIC 3912
Applicant for the certificate is	Langwarrin Conveyancing Services
Address for delivery of certificate is:	PO Box 4011, Langwarrin VIC 3910
Date that the application was received:	8 November 2024
IMPORTANT:	
The information in this certificate is issued on: 8 November 2024	
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 fees for the lot are \$70.00 payable per annum
2.	The date to which the fees for the lot have been paid up to is: 8 November 2025
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 which have not been included in items 1 to 4 above are: Nil.
6.	The owners corporation has the following insurance cover: a) the name of the company: See attached. b) policy number: c) kind of policy: d) buildings covered: e) amount of building insurance is: \$ f) the public liability amount is: \$ g) the renewal date is
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 Nil.
8.	The total funds held by the owners corporation: Nil.
9.	Are there any liabilities of the owners corporation that are not covered by items 1 to 4 above? If so, then provide details N/A
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

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 the party's behalf at the meeting.

7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's 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.

Business Insurance Certificate of Currency



Policy Number: 141U350222BPK

Certificate Date

08 November, 2024

Insurer

QBE Insurance (Australia) Ltd
Head Office
388 George Street
Sydney NSW 2000
ABN: 78 003 191 035
AFS Licence No: 239545

Important Information

This certificate acknowledges that the policy referred to is in force for the period shown.
Details of the cover are listed below.

Period of Cover

8/11/2024 to 8/11/2025 at 4pm

Insured

Insured Name

PS300269G

Address

The Mews
SOMERVILLE, VIC, 3912

Policy Wording

QM8166

Situation Details

Situation: The Mews SOMERVILLE VIC 3912 (Principal)

Business Details

Selected Occupation

Strata Title Residential Properties

Business Description

Common Area Liability

Tenant Business

Strata Title Residential Properties

Interested Parties

No Interested Parties noted

Public and Products Liability cover section

	Limit of liability
General Liability and Products Liability	\$ 10,000,000

Additional benefit

Property in Your physical or legal control	\$ 250,000
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Endorsements

Endorsement # 1

Name

PROPERTY OWNERS ONLY

Code

BPP2G9

Wording

PROPERTY OWNERS ONLY

This Policy does not cover liability arising out of or in connection with any business, profession, trade or activity other than as owner of property specified in the Policy Schedule.

Cover under this Policy will only insure your legal liability resulting from an occurrences in the Common Area of the insured property.

Common Area means the area at your situation that is not part of any Lot.

Lot means an area shown on a plan as a lot or unit in terms of the

Business Insurance

Certificate of Currency



Policy Number: 141U350222BPK

Strata Schemes Management Act, Strata Titles Act, Community Titles Act
or similar legislation applying where your insured property is
situated.

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 29 PS300269

LOCAL GOVERNMENT (COUNCIL)

Mornington Peninsula

LEGAL DESCRIPTION

29\PS300269

COUNCIL PROPERTY NUMBER

94110

LAND SIZE

402m² Approx

ORIENTATION

Unavailable

FRONTAGE

Unavailable

ZONES

GRZ - General Residential Zone - Schedule 1

OVERLAYS

N/A

PropTrack Property Data

House

 3  1  1

SALE HISTORY

\$200,000	10/12/2003
\$27,000	28/06/1991

State Electorates

LEGISLATIVE COUNCIL

Eastern Victoria Region

LEGISLATIVE ASSEMBLY

Hastings District

Schools

CLOSEST PRIVATE SCHOOLS

St Brendan's School (1532 m)
Woodleigh School (3559 m)
Flinders Christian Community College (4485 m)

CLOSEST PRIMARY SCHOOLS

Somerville Primary School (172 m)

CLOSEST SECONDARY SCHOOLS

Somerville Secondary College (1175 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 176 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 96 Homes

Council Information - Mornington Peninsula

PHONE

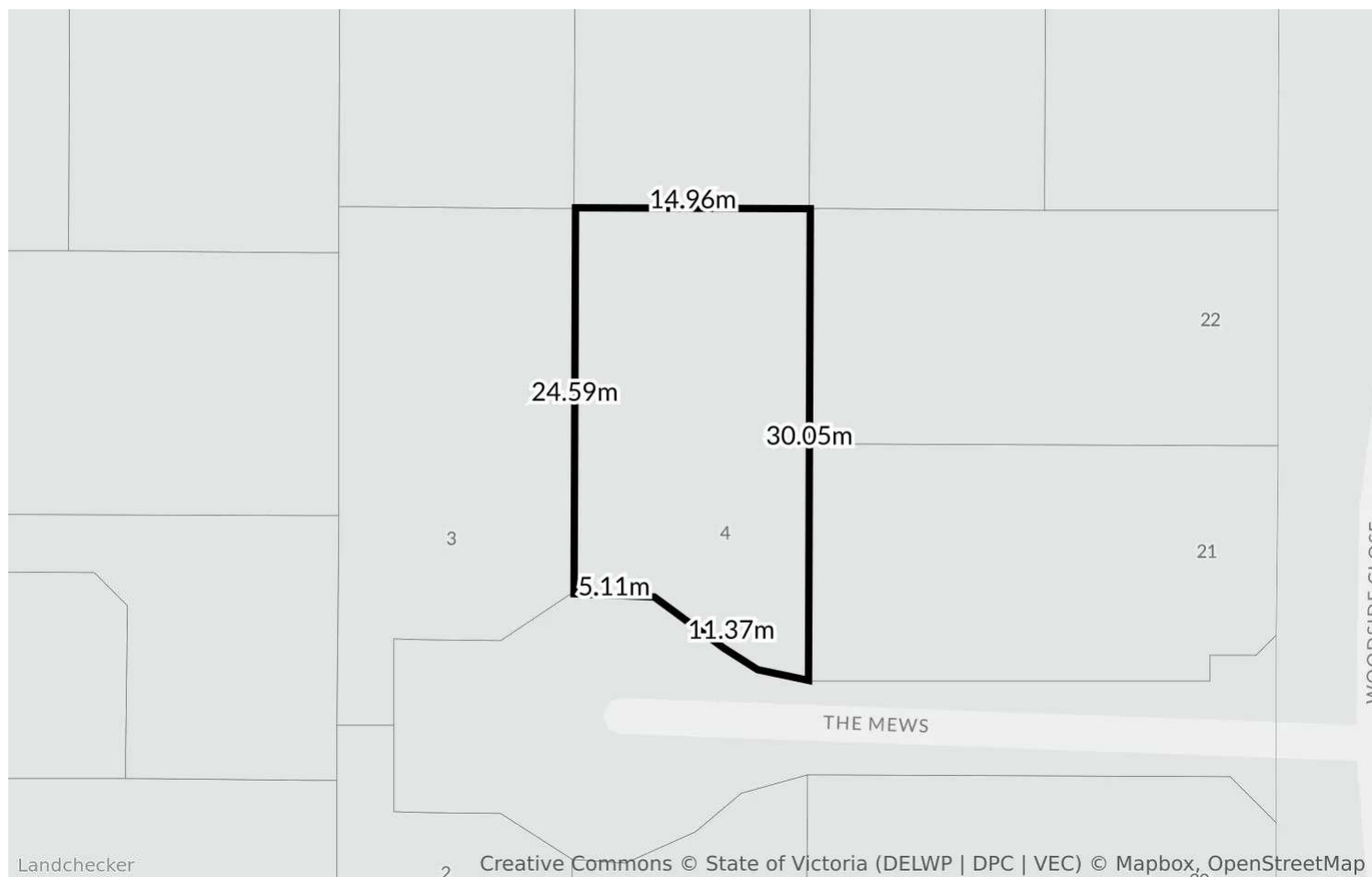
03 5950 1010 (Mornington Peninsula)

EMAIL

customerservice@mornpen.vic.gov.au

WEBSITE

<http://www.mornpen.vic.gov.au/>



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

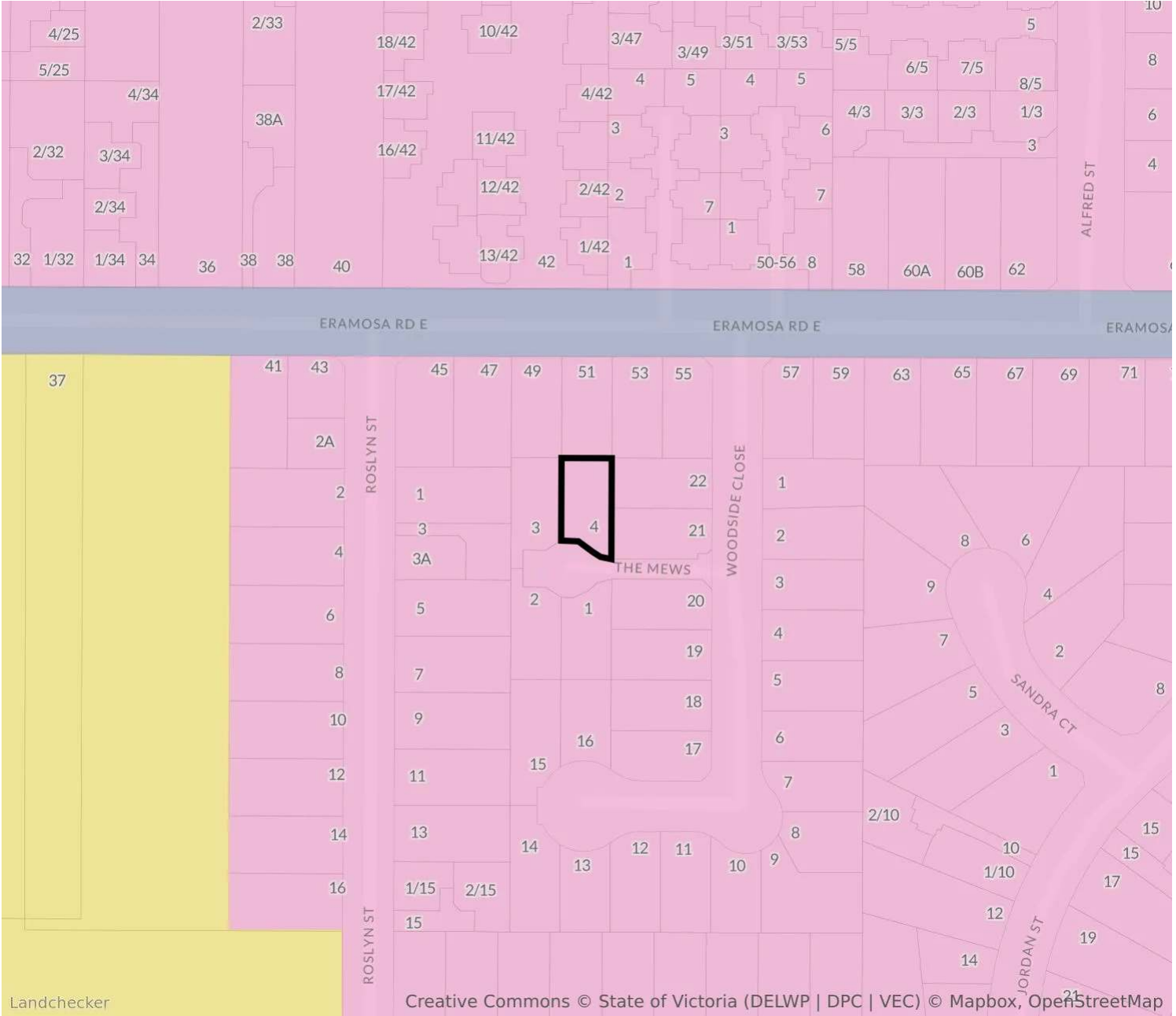
4 The Mews, Somerville Vic 3912

Status	Code	Date	Description
APPROVED	C305morn	16/10/2024	The amendment extends the expiry date of Schedule 28 to the Design and Development Overlay which applies to the Ocean Beach Road Commercial Precinct in Sorrento until 4 July 2025 and corrects an obvious error that occurred as part of the gazettal of Amendment C300morn.
APPROVED	C306morn	16/10/2024	The amendment extends the expiry date of the interim Heritage Design Guidelines Sorrento Historic Precinct incorporated document for two years until 30 June 2026.
APPROVED	VC270	10/10/2024	Amendment VC270 extends the outdoor dining planning exemptions under clause 52.18 (Coronavirus (COVID 19) pandemic and recovery exemptions) for a further 12 months.
APPROVED	C300morn	11/09/2024	The amendment extends the project delivery date (at section 7) of the Creswell Street Development Contributions Plan 2018 (DCP) from five to seven years from the date when the DCP was first incorporated into the Mornington Peninsula Planning Scheme by Amendment C210morn on 6 June 2019 and makes associated changes to the Mornington Peninsula planning scheme.
APPROVED	C241morn	04/09/2024	The amendment implements the recommendations of the Balcombe Estuary and Associated reserves Ecological and Planning Study by applying Schedule 32 to the Environmental Significance Overlay (ESO32) to land in Mount Martha and making consequential changes to the Mornington Peninsula Planning Scheme.
APPROVED	VC187	02/09/2024	Introduces a new particular provision, Housing by or on behalf of the Director of Housing at clause 53.20 of the Victoria Planning Provisions and all planning schemes to streamline the planning permit process to construct or extend a dwelling, or to construct or extend a front fence if the application is made by or on behalf of the Director of Housing. It amends clause 72.01 to specify the Minister for Energy, Environment, and Climate Change to be the responsible authority for the development of 10 or more dwellings and any apartment development.
APPROVED	VC262	15/08/2024	Amendment VC262 exempts applications to remove, destroy or lop vegetation that comply if a fire prevention notice has been issued under the Fire Rescue Victoria Act 1958.
APPROVED	VC255	15/08/2024	Amendment VC255 changes the VPP and 52 planning schemes in Victoria by correcting obvious or technical errors and by making consequential changes to local schedules to align with Amendment VC243 and Amendment VC253.

PROPOSED PLANNING SCHEME AMENDMENTS

4 The Mews, Somerville Vic 3912

Status	Code	Date	Description
PROPOSED	C295morn	30/10/2024	The Mornington Peninsula Shire Council has recently completed a review of the existing Creswell Street East, Crib Point Development Contributions Plan, April 2018 incorporated document which identified several issues, the most significant being that the project costs included in the existing Development Contributions Plan do not reflect the current construction costs. As a result, a revised Development Contributions Plan and associated amendments have been prepared.
PROPOSED	C256morn	03/10/2024	The combined permit and amendment proposes to amend Schedule 21 of the Development Plan Overlay by adding the land at 4 Bundara Crescent, Mount Eliza to the schedule, and to provide for planning permit CP22/002 to facilitate subdivision of the land into two lots.
PROPOSED	C219morn	17/09/2024	The amendment implements the Housing and Settlement Strategy: Refresh 2020–2036 (Mornington Peninsula Shire, 2020) and Neighbourhood Character Study and Guidelines (Ethos Urban, 2019) by making substantial changes to zones, overlays and policies affecting residential areas.
PROPOSED	C286morn	06/09/2024	The amendment proposes to apply the Design and Development Overlay (DDO28) to the Ocean Beach Road Commercial Precinct in Sorrento on a permanent basis
PROPOSED	C243morn	02/06/2023	The amendment proposes to rezone land at 83 and 79 Bungower Road, Somerville, from Special Use Zone (SUZ1) to the Industrial 3 Zone (IN3Z), introduce a new local policy at Clause 17.03 (Industry) and a new schedule to the Development Plan Overlay (DDO24)
PROPOSED	C271morn	12/04/2023	The amendment implements the key strategic directives of the Western Port Coastal Villages and Surrounding Settlements Strategy.



GRZ1 – General Residential Zone – Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that respects the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.08 General Residential Zone

None specified.

LPP 32.08 Schedule 1 To Clause 32.08 General Residential Zone

For confirmation and detailed advice about this planning zone, please contact MORNINGTON PENINSULA council on 03 5950 1010.

- GRZ – General Residential Zone
- PUZ – Public Use Zone
- TRZ3 – Transport Zone

Other nearby planning zones

- CIZ – Commercial 1 Zone

OVERLAYS ON THE PROPERTY

4 The Mews, Somerville Vic 3912



There are no overlays for this property

NEARBY OVERLAYS

4 The Mews, Somerville Vic 3912



DDO - Design And Development Overlay

HO - Heritage Overlay

For confirmation and detailed advice about this planning overlay, please contact MORNINGTON PENINSULA council on 03 5950 1010.



Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact MORNINGTON PENINSULA council on 03 5950 1010.

BUSHFIRE PRONE AREA

4 The Mews, Somerville Vic 3912



Bushfire Prone Area

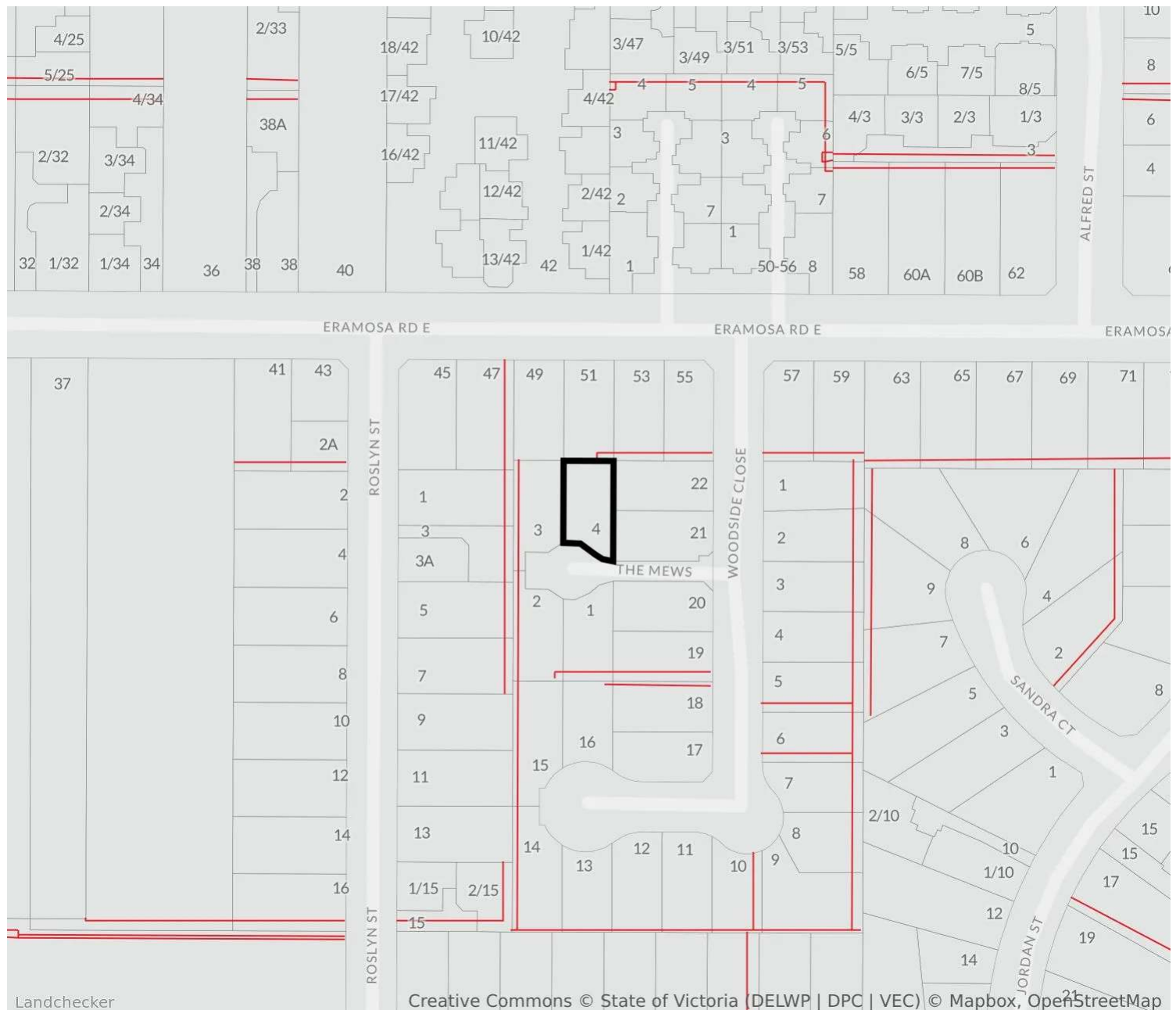
This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about the bushfire prone area of this property, please contact MORNINGTON PENINSULA council on 03 5950 1010.



10 - 20m Contours

For confirmation and detailed advice about the elevation of the property, please contact MORNINGTON PENINSULA council on 03 5950 1010.



Easements

The easement displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement on or nearby this property, please contact MORNINGTON PENINSULA council on 03 5950 1010.

PLANNING PERMIT HISTORY

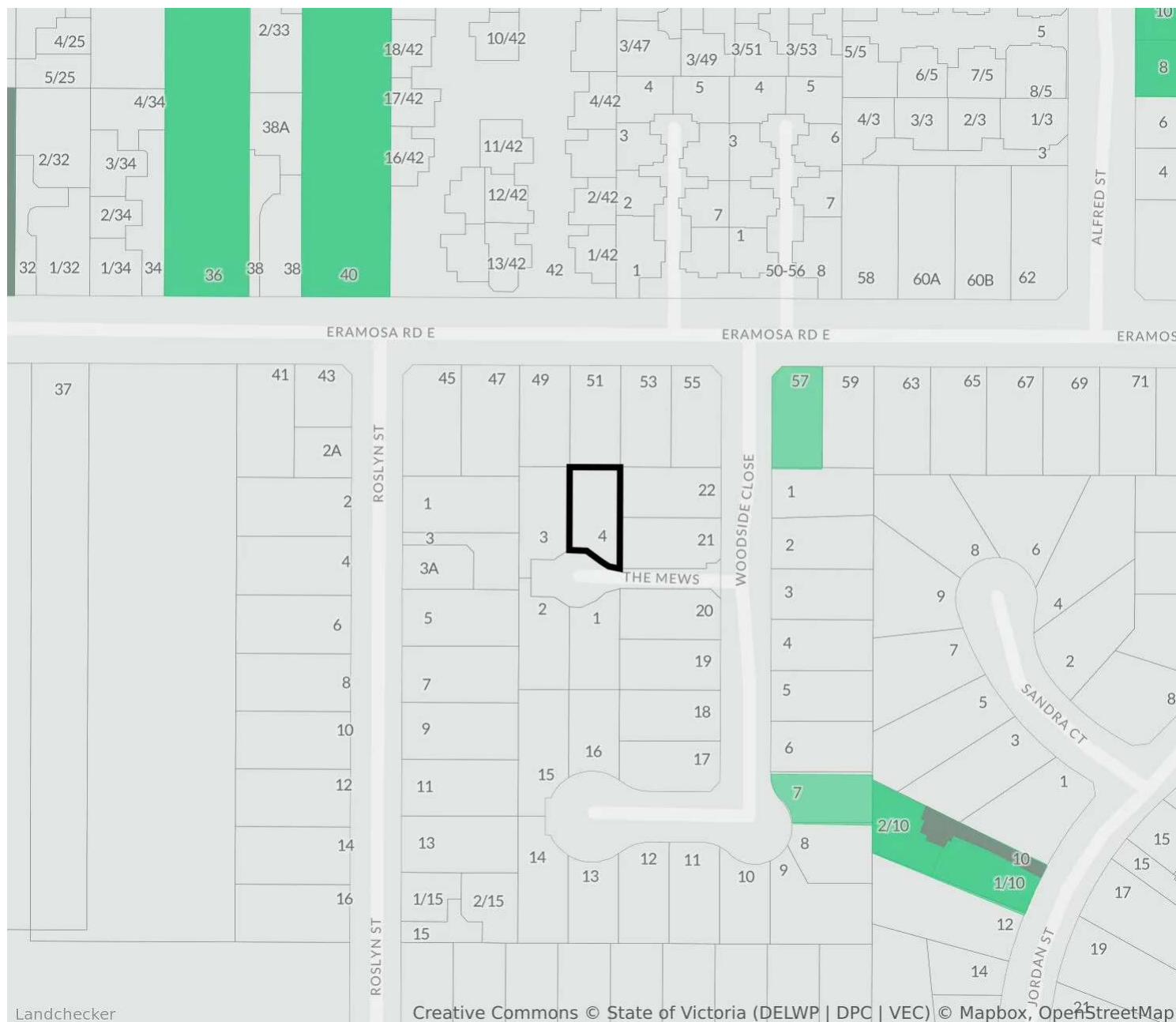
4 The Mews, Somerville Vic 3912



No planning permit data available for this property.

NEARBY PLANNING PERMITS

4 The Mews, Somerville Vic 3912



Status	Code	Date	Address	Description
APPROVED	P23/2424	15/08/2024	<u>40 Eramosa Road East, Somerville</u>	9 lot subdivision - spear.
APPROVED	P23/1337	22/01/2024	<u>36 Eramosa Road East, Somerville</u>	9 LOT SUBDIVISION - SPEAR
APPROVED	P23/1320	11/09/2023	<u>40 Eramosa Road East, Somerville</u>	THE DEVELOPMENT OF NINE DWELLINGS AND ASSOCIATED WORKS IN ACCORDANCE WITH THE ENDORSED PLANS
APPROVED	P22/0935	23/12/2022	<u>57 Eramosa Road East, Somerville</u>	DEVELOP A SHED AND ASSOCIATED WORKS IN ACCORDANCE WITH THE ENDORSED PLANS
APPROVED	P22/1958	05/12/2022	<u>30 Eramosa Road East, Somerville</u>	THE SUBDIVISION OF THE LAND INTO 2 LOTS AND ASSOCIATED WORKS IN ACCORDANCE WITH THE ENDORSED PLANS
APPROVED	P22/0040	11/07/2022	<u>7 Woodside Close, Somerville</u>	DEVELOP GARAGE AND VERANDAH AND ASSOCIATED WORKS IN ACCORDANCE WITH THE ENDORSED PLANS

Status	Code	Date	Address	Description
OTHER	P17/2345.02	25/05/2022	<u>30 Eramosa Road East, Somerville</u>	BUILDINGS AND WORKS TO THE EXISTING DWELLING AND SUBDIVISION INTO TWO (2) LOTS IN ACCORDANCE WITH THE ENDORSED PLANS
APPROVED	P21/1693	05/11/2021	<u>10 Jordan Street, Somerville</u>	2 LOT SUBDIVISION - SPEAR
APPROVED	P21/0349	24/06/2021	<u>10 Jordan Street, Somerville</u>	DEVELOP OF A SECOND SINGLE STOREY DWELLING (RETAIN EXISTING), GARAGE, VEGETATION REMOVAL AND ASSOCIATED WORKS
APPROVED	P21/0033	27/05/2021	<u>36 Eramosa Road East, Somerville</u>	DEVELOPMENT OF NINE (9) DWELLINGS AND ASSOCIATED WORKS IN ACCORDANCE WITH ENDORSED PLANS
OTHER	P17/2345.01	10/03/2020	<u>30 Eramosa Road East, Somerville</u>	BUILDINGS AND WORKS TO THE EXISTING DWELLING AND SUBDIVISION INTO TWO (2) LOTS IN ACCORDANCE WITH THE ENDORSED PLANS
APPROVED	P17/2345	17/04/2018	<u>30 Eramosa Road East, Somerville</u>	BUILDINGS AND WORKS TO THE EXISTING DWELLING AND SUBDIVISION INTO TWO (2) LOTS IN ACCORDANCE WITH THE ENDORSED PLANS
APPROVED	P15/0288	16/04/2015	<u>28 Eramosa Road East, Somerville</u>	4 LOT SUBDIVISION - SPEAR
APPROVED	P12/1783	09/01/2013	<u>34 Eramosa Road East, Somerville</u>	4 LOT SUBDIVISION
APPROVED	P12/1374	03/01/2013	<u>28 Eramosa Road East, Somerville</u>	DEVELOP FOUR (4) DWELLINGS AND ASSOCIATED WORKS GENERALLY IN ACCORDANCE WITH THE SUBMITTED PLANS
APPROVED	P12/0185	21/05/2012	<u>76 Eramosa Road East, Somerville</u>	SUBDIVISION (3 LOTS) IN STAGES
APPROVED	P11/2056	23/02/2012	<u>Somerville Primary School 37 Eramosa Road East, Somerville</u>	USE AND DEVELOPMENT OF A NEW PRESCHOOL BUILDING (KINDERGARTEN) AND ASSOCIATED WORKS GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS
APPROVED	P11/1742	19/01/2012	<u>76 Eramosa Road East, Somerville</u>	DEVELOP TWO ADDITIONAL DWELLINGS IN ADDITION TO THE EXISTING DWELLING, VEGETATION REMOVAL AND ASSOCIATED WORKS GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS
APPROVED	P11/0797	27/10/2011	<u>34 Eramosa Road East, Somerville</u>	THE DEVELOP FOUR (4) DWELLINGS, REMOVAL OF VEGETATION AND ASSOCIATED WORKS IN ACCORDANCE WITH THE ENDORSED PLANS.
APPROVED	P11/0951	25/08/2011	<u>72 Eramosa Road East, Somerville</u>	SUBDIVISION (4 LOTS WITH COMMON PROPERTY)
APPROVED	P11/0262	09/05/2011	<u>25 Eramosa Road East, Somerville</u>	The development of Medical Centre additions /alterations and associated works in accordance with the endorsed plans
APPROVED	P10/1254	10/11/2010	<u>72 Eramosa Road East, Somerville</u>	ADDITIONS / ALTERATIONS TO THE EXISTING DWELLING, DEVELOP THREE ADDITIONAL SINGLE STOREY DWELLINGS (FOUR DWELLINGS IN TOTAL) AND ASSOCIATED WORKS IN ACCORDANCE WITH THE ENDORSED PLANS.
APPROVED	P10/1571	27/10/2010	<u>38 Eramosa Road East, Somerville</u> <u>38 Eramosa Road East, Somerville</u>	SUBDIVISION (2 LOTS)
APPROVED	P09/2313	31/03/2010	<u>38 Eramosa Road East, Somerville</u> <u>38 Eramosa Road East, Somerville</u>	DEVELOP A SECOND DWELLING GENERALLY IN ACCORDANCE WITH THE SUBMITTED PLANS.

Status	Code	Date	Address	Description
APPROVED	P09/1864	12/10/2009	<u>16 Eramosa Road East, Somerville</u>	SUBDIVISION (4 LOTS)
APPROVED	P09/1757	07/10/2009	<u>24 Eramosa Road East, Somerville</u>	SUBDIVISION (2 LOTS)
APPROVED	P09/0023	01/07/2009	<u>24 Eramosa Road East, Somerville</u>	DEVELOP A 2ND DWELLING AND ASSOCIATED WORKS GENERALLY IN ACCORDANCE WITH THE SUBMITTED PLANS
APPROVED	P09/0965	30/06/2009	<u>32 Eramosa Road East, Somerville</u>	SUBDIVISION (2 LOTS)
APPROVED	P08/1366	19/01/2009	<u>16 Eramosa Road East, Somerville</u>	CONSTRUCT FOUR (4) DWELLINGS AND ASSOCIATED WORKS IN ACCORDANCE WITH THE SUBMITTED PLANS
APPROVED	P07/2922	22/04/2008	<u>32 Eramosa Road East, Somerville</u>	THE DEVELOPMENT OF A SECOND DWELLING AND ASSOCIATED WORKS IN ACCORDANCE WITH THE ENDORSED PLANS
APPROVED	P07/0461	17/04/2007	<u>66 Eramosa Road East, Somerville</u>	SUBDIVISION (8 LOTS)

For confirmation and detailed advice about this planning permits, please contact MORNINGTON PENINSULA council on 03 5950 1010.

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