

DATED

2018

**GARY JOHN EVANS AND CAROL ANNE EVANS**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: Unit 3/83 Old Princes Highway, Beaconsfield 3807**

**G & S CONVEYANCING**

Licensed Conveyancers  
6 Bickleighvale Drive  
Officer Vic 3809

Tel: 0417 990 571  
Email: [sandra@gsconveyancing.com.au](mailto:sandra@gsconveyancing.com.au)  
DX 30480 Berwick  
Ref: SH:18/1570

# Contract of Sale of Real Estate\*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **Unit 3/83 Old Princes Highway, Beaconsfield 3807**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....

on...../...../2018

**Print name(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)

**SIGNED BY THE VENDOR:** .....

on...../...../2018

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

**Gary John Evans and Carol Anne Evans**

State nature of authority, if applicable: .....

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

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

the contract of sale and the day on which you become the registered proprietor of the lot.

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.

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.

A substantial period of time may elapse between the day on which you sign

### Particulars of sale

#### Vendor's estate agent

First National Real Estate Neilson Partners trading as Neilson Partners Real Estate  
57 High Street, Berwick, VIC 3806

Email: [berwick@neilsonpartners.com.au](mailto:berwick@neilsonpartners.com.au)

Tel: 9707 6000

Mob:

Fax: 9796 2455

Ref:

#### Vendor

#### GARY JOHN EVANS AND CAROL ANNE EVANS

59 Peel Street, Berwick, VIC 3806

Email:

#### Vendor's legal practitioner or conveyancer

#### G & S Conveyancing

6 Bickleighvale Drive, Officer VIC 3809

PO Box 497, Officer VIC 3809

DX: 30480 Berwick

Email: [sandra@gscconveyancing.com.au](mailto:sandra@gscconveyancing.com.au)

Tel: 9768 9016

Mob:

Fax:

Ref: SH:18/1570

#### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10198	Folio	026	3	327965J
Volume		Folio			

OR

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **Unit 3/83 Old Princes Highway, Beaconsfield 3807**

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule) all fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature as inspected.

**Payment** (general condition 11)

Price \$

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

**GST** (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

<b>Margin scheme</b>

**Settlement** (general condition 10)**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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

<b>Subject to Lease</b>
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If '**subject to lease**' then particulars of the lease are :

Liz Kirk month to month rental \$1,213.00 monthly

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

**Terms contract** (general condition 23)

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

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**Loan** (general condition 14)

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

Lender:

Loan amount

Approval date:

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

<b>Special conditions</b>
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## 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 this page; and
  - attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)
- 

### 1A Acceptance of title

General condition 12.4 is added:

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

### 1B Foreign resident capital gains withholding

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) have the same meaning this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth).
- 1B.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.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 1B.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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition; despite
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 2 Electronic Conveyancing

EC
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Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 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.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 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 special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is

after 4.00 pm.

2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

2.9 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 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
- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

### **3. ACCEPTANCE OF PROPERTY**

The Purchaser admits that the land as offered for sale and inspected by them is identical with that described in the title particulars given herein. They shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.

### **4. WARRANTY**

The Purchaser acknowledges that the Vendor's Agent has acted only as Agent of the Vendor and no information representation or warranty of the Vendor or his Agent was made with the intention or knowledge that it would be relied upon and that no such information representation or warranty has in fact been relied upon and it is further agreed that this Contract of Sale and the original Vendor's Statement (a copy of which is included in this Contract of Sale) are the sole and full repository of the agreement between the Vendor, his Agent and the Purchaser.

### **5. RESTRICTIONS**

The Purchaser buys the property subject to the following restrictions:

- 5.1 any misdescription of the land or inaccuracy in the area or measurements of the land; and
- 5.2 Laws affecting the land and any failure to comply with those Laws; or
- 5.3 any rights of or claims by any municipal or statutory authority; or
- 5.4 any improvements not being erected within the boundaries of the Land; or
- 5.5 any improvements encroaching on the Land; or
- 5.6 the Condition of the property;

### **6. PLANNING**

6.1 The purchaser buys the property subject to any Planning Restrictions and the Vendor makes no warranty that the property may be used for any particular purpose;

- 6.2 The Purchaser buys the property subject to any restrictions on the use of the property under the applicable planning scheme, any planning permits affecting the land and any planning controls.

**7. STAMP DUTY**

- 7.1 The Purchaser indemnifies and will keep indemnified at all times the Vendor against liabilities, claims proceedings and penalties under the Stamps Act 1958 in relation to this Contract and the Transfer of Land;
- 7.2 The Vendor has made no warranties or representation as to the amount of stamp duty payable on the Transfer of Land;
- 7.3 The Purchaser acknowledges that they have made their own enquiries and investigation in that regard and relies on those results as a result of their own judgement; and
- 7.4 The Purchaser is solely liable for all such stamp duty.

**8. DEFAULT INTEREST**

If the Purchaser defaults in payment of any money under this Contract, the Purchaser shall pay to the Vendor interest at the rate of 14% on the amount in default from the time the money is due until such time as the default is remedied without prejudice to any other rights due to the Vendor.

General condition 26 is deleted from this Contract.

**9. ENVIRONMENTAL MATTERS**

- 9.1 The Purchaser acknowledges that they have purchased the Land in its present condition without limitation, the presence of any Contaminant or Substance in, on under or emanating from the land and has entered into this Contract on that basis;
- 9.2 The Purchaser must indemnify hold harmless and keep indemnified the Vendor and the Representatives of the Vendor against any Loss or Claim that the Vendor and the Representatives of the Vendor directly or indirectly suffer, incur, pay or are liable for which results in any way from the existence of any Environmental matters, Environmental damage and any Remediation Order, existence or previous existence of any underground storage tank or tanks (including , without limitation, leakage or spillage of oil or other products) or the presence of any contaminant emanating from the property or groundwater including any actions based on the injury to any person corporation, property or segment of the environment; and
- 9.3 The Vendor makes no representation or warranty as to the compliance of the property with any Environmental Law.

**10. FOREIGN INVESTMENT**

- 10.1 Unless the Purchaser has stated in the Particulars of Sale that the Purchaser is a Foreign Interest, the Purchaser warrants that the Purchaser has not breached Section 26A of the Foreign Acquisitions and Takeovers Act 1975 (cwth) by entering into this Contract;
- 10.2 If the warranty in Special Condition 10.1 is untrue the Vendor may rescind this Contract and retain the deposit and any interest (if applicable);
- 10.3 The Purchaser must indemnify and will keep indemnified the Vendor



from and against any claim, as a result of any breach by the Purchaser of this condition; and

- 10.4 If the Purchaser is required to give notice to the Treasurer of its intention to purchase the property under Section 26A of the Act the purchaser warrants that they have given such notice to the Treasurer under the Act and that the Treasurer does not object to the acquisition of the property by the Purchaser.

## **11. FRACTIONAL INTEREST**

- 11.1 If there is more than one purchaser under this Contract, it is each Purchaser's responsibility to ensure the Contract correctly states as at the day of sale the proportion each party will be purchasing; and
- 11.2 If the proportion recorded in the Contract of Sale is different from those recorded on the Transfer of Land the Purchasers will indemnify and keep indemnified the Vendors against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the *Duties Act 2000*.

## **12. NON MERGER**

Obligations under this Contract which have not been satisfied at the Settlement Date remain in full force and the effect irrespective of settlement and do not merge on the Transfer of the property.

## **13. GST**

In this Contract and unless the context otherwise requires:

"GST" means a tax that is payable under the GST Law;

"GST Law" has the meaning given by Section 195-1 of the *A New Tax System (Goods & Services Tax) Act 1999*.

- 13.1 The Price specified in the Particulars of Sale is expressed as a GST inclusive amount;
- 13.2 The supply of the Property made pursuant to this Contract is one which involves the application of the margin scheme, as specified in the GST Law, by the Vendor.

## **14. BANK CHEQUES**

The Vendor is entitled to request up to six (6) bank cheques for settlement at the Purchaser's cost.

## **15. NOMINATION**

- 15.1 The Purchaser may nominate a substitute purchaser or additional purchaser no less than 14 days before the nominated settlement date.
- 15.2 The Purchaser must deliver to the Vendors Conveyancer a completed nomination form together with a completed transferee's declaration which complies with the requirements of the State Revenue Office.
- 15.3 If the Purchaser wishes to nominate a Proprietary Company, a guarantee in the form annexed to this Contract must be executed by each of the Directors of the Company.
- 15.4 The Purchaser and each of the guarantors indemnify and will keep indemnified the Vendor from and against any claim, penalty or demand in respect to Stamp Duty or

costs arising from the nomination.

20.5 General condition 18 of the Contract is to be deleted.

**16. HEADINGS**

Headings are inserted for convenience and do not affect the Interpretation of this Contract.

**17. JOINTLY AND SEVERALLY**

It is hereby agreed that words defined in the Subdivision Act 1988 shall wherever used in this Contract have the meaning subscribed to them in that Act and that the words "the Act" shall mean the Subdivision Act 1988. Words importing the masculine shall include the feminine and words importing the singular shall include the plural and vice versa and where more persons than one are included in the term "Purchaser" their covenants hereunder shall be joint as well as several.

**18. TIME OF THE ESSENCE**

Unless a contrary intention appears in relation to any time expressed in this Contract, time shall be and remain of the essence of this Contract notwithstanding any waiver or indulgence granted by the Vendor.

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# General Conditions

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

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## Title

### 1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the Building Act 1993 have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

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

#### 4. SERVICES

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

#### 5. CONSENTS

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

#### 6. TRANSFER

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

#### 7. RELEASE OF SECURITY INTEREST

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

- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## **8. BUILDING WARRANTY INSURANCE**

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

## **9. GENERAL LAW LAND**

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

## **Money**

## **10. SETTLEMENT**

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

## **11. PAYMENT**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the Banking Act 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts 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.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is 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.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and
  - (b) 'GST' includes penalties and interest.

#### 14. LOAN

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

#### 15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

#### Transactional

#### 16. TIME

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

#### 17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

#### 18. NOMINEE

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

#### 19. LIABILITY OF SIGNATORY

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

#### 20. GUARANTEE

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

#### 21. NOTICES

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

## 22. INSPECTION

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

## 23. TERMS CONTRACT

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

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

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

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

## 24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

## 25. BREACH

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

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

## Default

## 26. INTEREST

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

## 27. DEFAULT NOTICE

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the



notice being given-

- (i) the default is remedied; and
- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

## **28. DEFAULT NOT REMEDIED**

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

DATED

2018

**GARY JOHN EVANS AND CAROL ANNE EVANS**

to

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**VENDORS STATEMENT**

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**Property: Unit 3/83 Old Princes Highway, Beaconsfield 3807**

G & S Conveyancing  
Licensed Conveyancers  
6 Bickleighvale Drive  
PO Box 497  
Officer VIC 3809  
Tel: 0417 990 571  
Ref: SH:18/1570  
Email: [sandra@gsconveyancing.com.au](mailto:sandra@gsconveyancing.com.au)  
DX 30480 BERWICK

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

# Vendor Statement

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

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

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

**Land**

Unit 3/83 Old Princes Highway, Beaconsfield 3807

**Vendor's name**

Gary John Evans

**Date**

/ /

**Vendor's  
signature**

Director

**Vendor's  
signature**

Secretary

**Purchaser's  
name**

**Date**

/ /

**Purchaser's  
signature**

**Purchaser's  
name**

**Date**

/ /

**Purchaser's  
signature**

## 1. FINANCIAL MATTERS

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

At settlement the rates and taxes will be adjusted between the parties, so that each bears the proportion of rates applicable to the period they will occupy the property. Land Tax maybe applicable if unimproved value exceeds \$250,000.00.

(a) Their total does not exceed:

\$4,500.00

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

	To	
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Other particulars (including dates and times of payments):

### 1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

### 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

## 2. INSURANCE

### 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

### 2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

To the best of the Vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. However the purchaser should note sewers, drains, water pipes, underground and /or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes, if any, may be laid outside the registered easements

### 3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

☐

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

None to the knowledge of the Vendors, 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.

## 5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

The Vendor gives no warranties as to any addition/alterations to the property prior to becoming the registered proprietor and the Purchaser indemnifies the Vendor in this regard.

## 6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act* 2006.

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

Not applicable.

## 8. SERVICES

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

The purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the Purchaser may need to have the service reconnected at their costs.

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10. SUBDIVISION

### 10.2 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

### 10.3 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

Not Applicable.

### 10.4 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

## 11. DISCLOSURE OF ENERGY INFORMATION

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)*

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12. DUE DILIGENCE CHECKLIST

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

## 13. IMPORTANT INFORMATION

- 13.1 Safety of existing swimming pools – If the property should include a swimming pool, all existing swimming pools and spas installed prior to April, 8 1991 are required to comply with the minimum standards of the Building Regulations 1994, Regulation 5.13, by July 1 1997 .
- 13.2 Self-contained Smoke Alarms- Since February 1997 all dwellings (as described under the regulations) will be required to have a smoke detectors installed by January 31 1999, or if the property is sold any time prior to January 31 1999, the compliance must occur within thirty (30) days after settlement of the Sale.

If either or both of the above apply they shall become the purchasers responsibility.

## 14. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

Due Diligence

Certificate of Title Volume 10198 Folio 026

Plan of Subdivision

Planning Certificate

South East Water Encumbrance Certificate

Property Report

Planning Property Report

Bushfire Prone Area Report

Residential Lease with Liz Kirk month to month basis \$1,213.00 per month

Owners Corporation Certificate

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

## Land boundaries

### Do you know the exact boundary of the property?

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

## Planning controls

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

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

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

### Are there any proposed or granted planning permits?

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

### Are any recent building or renovation works covered by insurance?

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

## Utilities and essential services

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

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

## Buyers' rights

### Do you know your rights when buying a property?

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

(04/10/2016)





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

Page 1 of 1

VOLUME 10198 FOLIO 026

Security no : 124071906719C  
Produced 21/05/2018 11:18 am

**LAND DESCRIPTION**

Lot 3 on Plan of Subdivision 327965J.  
PARENT TITLE Volume 06544 Folio 683  
Created by instrument PS327965J 08/11/1994

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
G.J. & C,A, EVANS NOMINEES PTY LTD of 5 CARAVELLE COURT BERWICK 3806  
PS327965J 08/11/1994

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AL219148E 10/07/2014  
BENDIGO AND ADELAIDE BANK LTD

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

**DIAGRAM LOCATION**

SEE PS327965J FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: UNIT 3 83 OLD PRINCES HIGHWAY BEACONSFIELD VIC 3807

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY  
Effective from  
21/07/2017

**OWNERS CORPORATIONS**

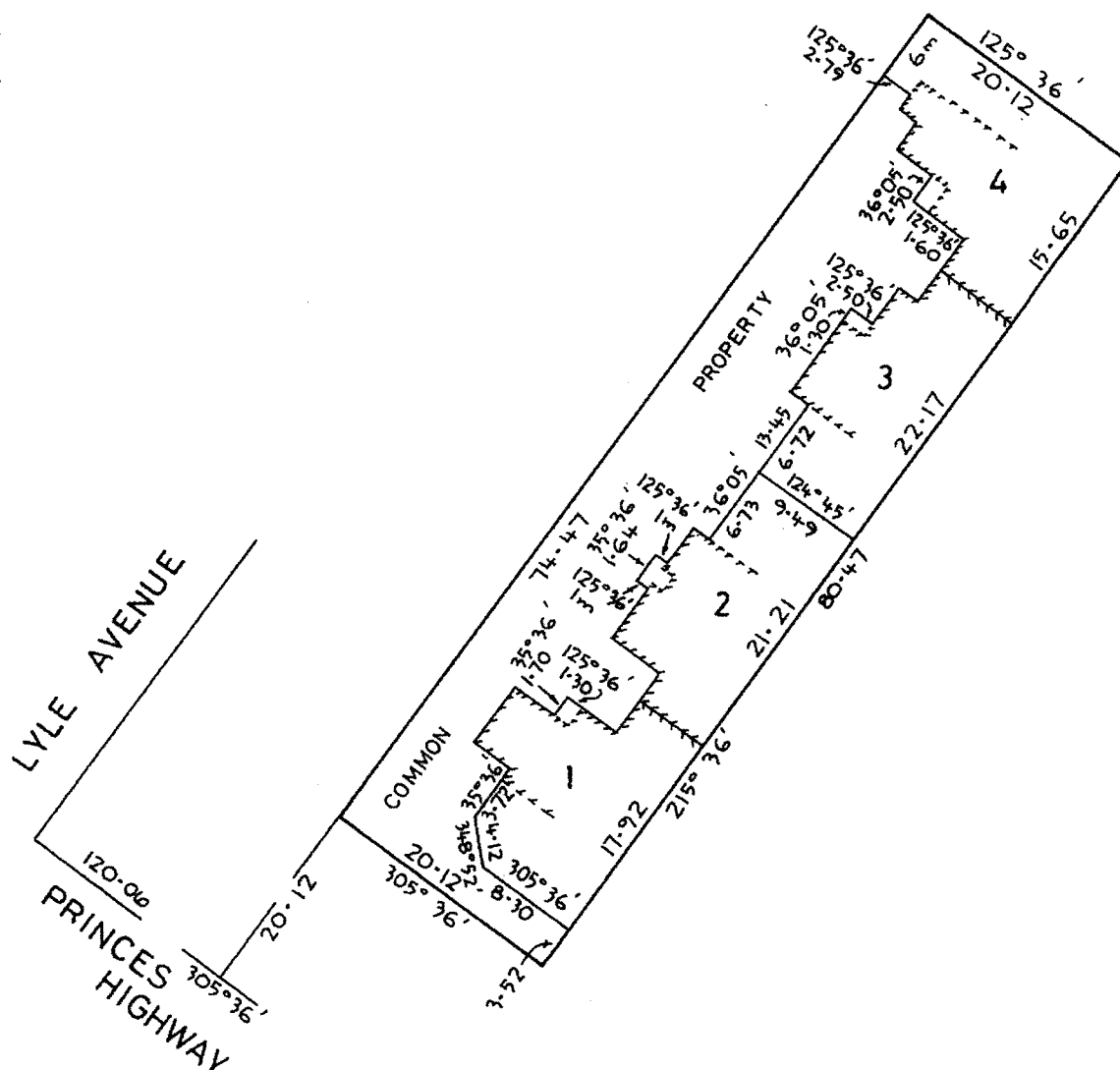
The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. PS327965J

DOCUMENT END

<b>PLAN OF SUBDIVISION</b>		STAGE NO. <hr/>	LTO use only <b>EDITION 1</b>	Plan Number <b>PS 327965J</b>
<b>Location of Land</b> <b>Parish:</b> PAKENHAM.  <b>Township:</b> <b>Section:</b> A <b>Crown Allotment:</b> <b>Crown Portion:</b> (PART)1  <b>LTO Base Record:</b> CHART 1 (3363) <b>Title Reference:</b> VOL 6544 FOL 683  <b>Last Plan Reference:</b> (PART) LOT 4, P/S 2593 <b>Postal Address:</b> PRINCES HIGHWAY (at time of subdivision) BEACONSFIELD. 3807  <b>AMG Co-ordinates</b> E 357 125 Zone: 55 (of approx. centre of land in plan) N 5787 300		<b>Council Certificate and Endorsement</b> Council Name: SHIRE OF PAKENHAM Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 6</del> / / 3. <del>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del> <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in Stage</del> ..... Council delegate <del>Council seal</del> Date 26 / 11 / 93 <del>Re-certified under section 11(7) of the Subdivision Act 1988</del> <del>Council Delegate</del> <del>Council Seal</del> <del>Date</del> / /		
<b>Vesting of Roads and/or Reserves</b>		<b>Notations</b>		
Identifier	Council/Body/Person	<b>Staging</b> This is/ is not a staged subdivision Planning Permit No.		
NIL	NIL	<b>Depth Limitation</b> DOES NOT APPLY.		
<p>BOUNDARIES DEFINED BY THICK CONTINUOUS LINES                      SHOWN THUS  ARE DEFINED BY BUILDINGS.                      BOUNDARIES DEFINED BY BUILDINGS:                      MEDIAN: BOUNDARIES SHOWN THUS                       EXTERIOR FACE: ALL OTHER BOUNDARIES</p>				
<p><b>Survey</b> This plan is/ is not based on survey                      This survey has been connected to permanent marks no(s)                      In Proclaimed Survey Area No.</p>				
<b>Easement Information</b>				<b>LTO use only</b>
<b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)  SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.				Statement of Compliance/ Exemption Statement  Received <input checked="" type="checkbox"/> Date 6 / 10 / 94
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
M. J. REDDIE SURVEYS PTY. LTD. 28 SHUTE AVE. BERWICK 3806  PHONE: 707 4117.				<b>LTO use only</b> PLAN REGISTERED TIME 12 : 35 DATE 8 / 11 / 94  Assistant Registrar of Titles Sheet 1 of 3 Sheets  DATE 26 / 11 / 93 COUNCIL DELEGATE SIGNATURE Original sheet size A3
LICENSED SURVEYOR (PRINT) MICHAEL J. REDDIE SIGNATURE REF 83.7.13 VERSION		DATE 23 / 9 / 1993		

Plan Number

**PS 327965J**



PHONE : 707 4117.

Sheet 2 of 3 sheets

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL J. REDDIE  
SIGNATURE *Michael J. Reddie* DATE 23 / 9 / 1993  
REF 83-7-13. VERSION

DATE        /        /

COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

Original sheet size: A3

PS327965J

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 28/06/2018 04:46:38 AM

**OWNERS CORPORATION**  
**PLAN NO. PS327965J**

The land in PS327965J is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 4.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

PRINCES HIGHWAY BEACONSFIELD VIC 3807

PS327965J 08/11/1994

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
<b>Total</b>	<b>40.00</b>	<b>40.00</b>

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



# Department of Environment, Land, Water & Planning

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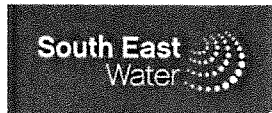
## Owners Corporation Search Report

Produced: 28/06/2018 04:46:38 AM

OWNERS CORPORATION  
PLAN NO. PS327965J

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Sandra Hudson  
E-mail: [certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

Statement for property:  
UNIT 3 83 OLD PRINCES HIGHWAY  
BEACONSFIELD 3807  
PS 327965

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62A/19132/56	LANDATA CER 28417085-025-6	21 MAY 2018	31212240

## 1. Statement of Fees Imposed

### (a) By Other Authorities

<b>Melbourne Water Corporation Total Service Charges</b>	01/04/2018 to 30/06/2018	\$24.72
--	--------------------------	---------

### (b) By South East Water

<b>Water Service Charge</b>	01/04/2018 to 30/06/2018	\$30.27
<b>Sewerage Service Charge</b>	01/04/2018 to 30/06/2018	\$96.12
<b>Subtotal Service Charges</b>		<u>\$151.11</u>
<b>TOTAL UNPAID BALANCE</b>		\$151.11

- 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, Sewerage 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](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.

AUTHORISED OFFICER:

TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

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

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- 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](http://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](http://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.

The records available to Melbourne Water indicate a drain and valley floor is located in the vicinity of the property. For further information contact Melbourne Water on 9679-7517.

### ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)

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

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

### Important Warnings

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

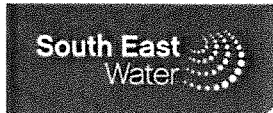
AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

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





# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

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

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

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

### 3. Disclaimer

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

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

AUTHORISED OFFICER:

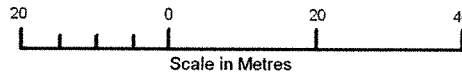
A handwritten signature in black ink, appearing to read 'Terry Schubach', written over a horizontal line.

TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

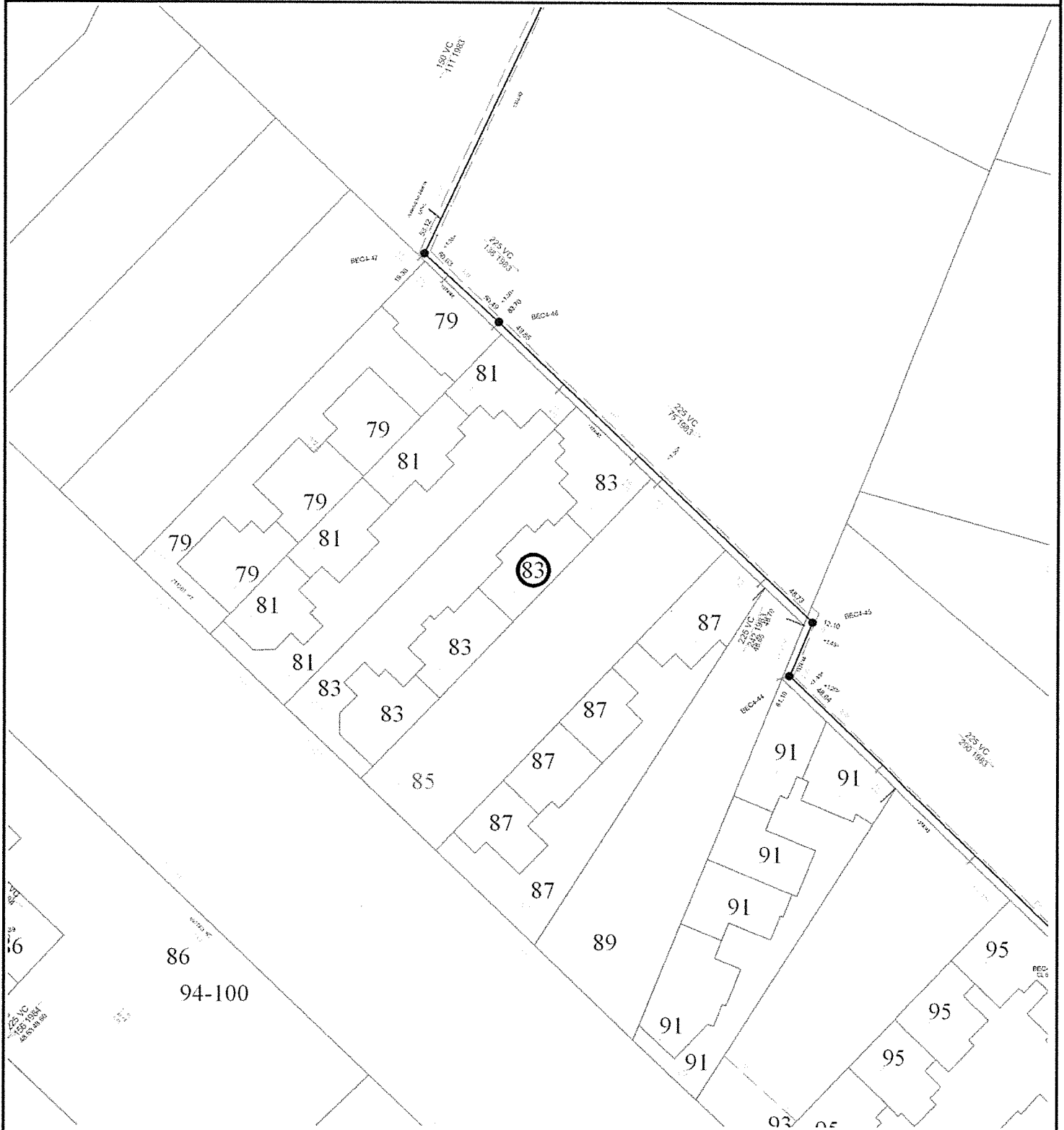
**South East Water**  
**Information Statement Applications**  
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Case Number: 31212240

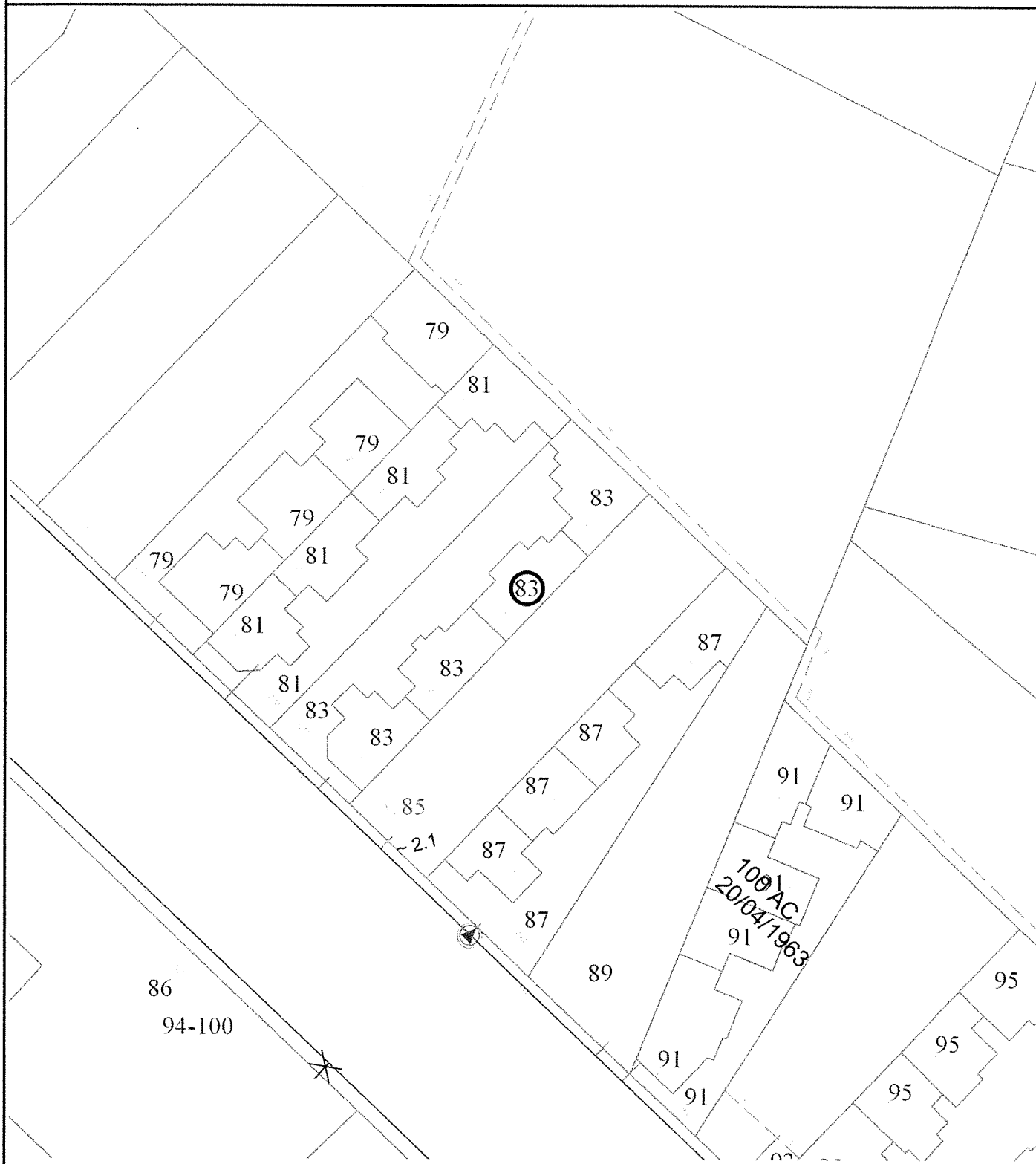
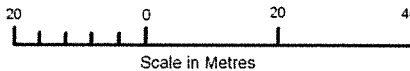


Date: 21MAY2018



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

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



**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

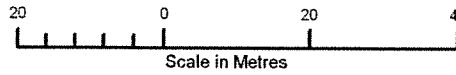
Hydrant  
 Fireplug/Washout  
 ~ 1.0 Offset from Boundary

# ASSET INFORMATION - RECYCLED WATER

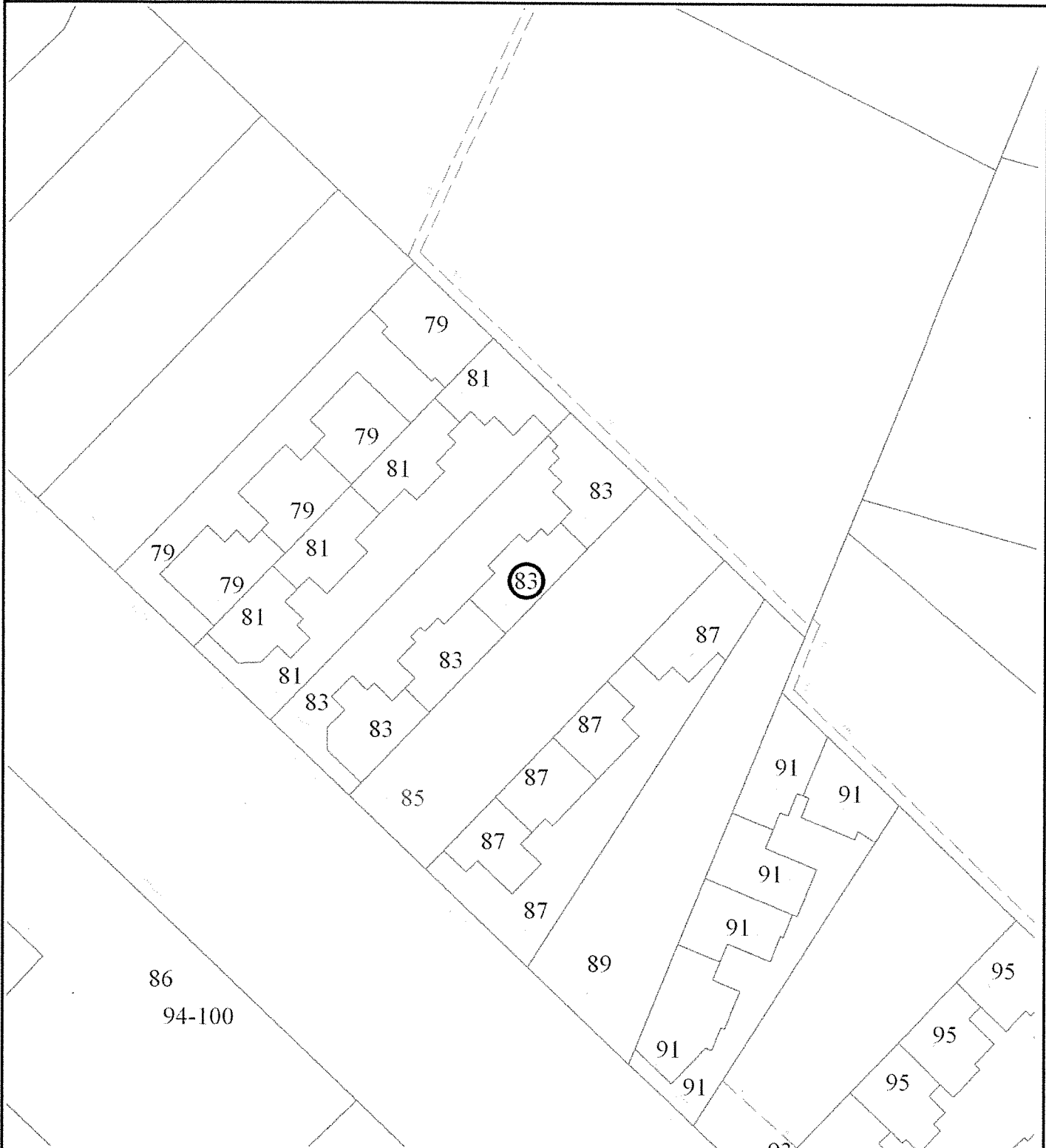
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: UNIT 3 83 OLD PRINCES HIGHWAY BEACONSFIELD 3807

Case Number: 31212240



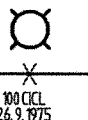
Date: 21MAY2018



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## LEGEND

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



Subject Property  
 Recycled Water Main Valve  
 Recycled Water Main

Hydrant  
 Fireplug/Washout  
 ~ 1.0 Offset from Boundary

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

517120

## APPLICANT'S NAME & ADDRESS

SANDRA HUDSON C/- GXS  
MELBOURNE

## VENDOR

GJ & CA EVANS

## PURCHASER

## REFERENCE

18/1563

This certificate is issued for:

LOT 3 PLAN PS327965, LOT CM PLAN PS327965 ALSO KNOWN AS 3/83 OLD PRINCES HIGHWAY  
BEACONSFIELD  
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- and abuts a ROAD ZONE CATEGORY 1

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

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

21 May 2018

**Hon. Richard Wynne MP**  
**Minister for Planning**

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

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

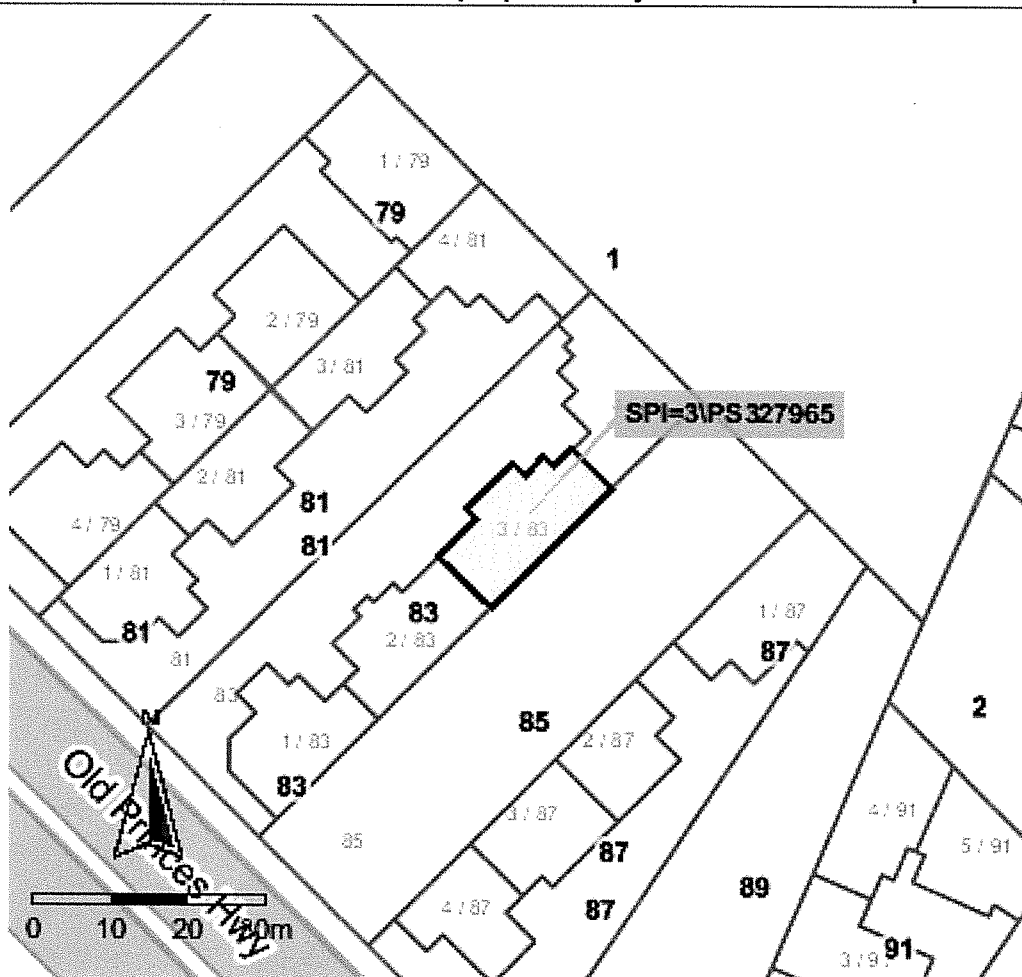
LANDATA®  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

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

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

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

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



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#### Choose the authoritative Planning Certificate

##### *Why rely on anything less?*

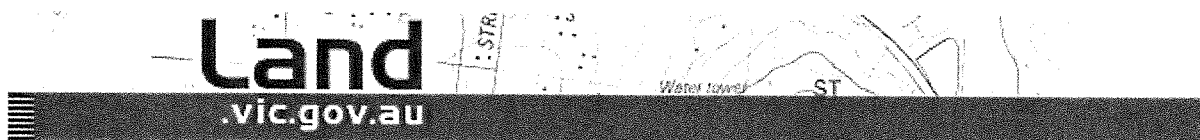
As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

#### Privacy Statement

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





## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 28 June 2018 04:47 AM

**Address:** UNIT 3/83 OLD PRINCES HIGHWAY BEACONSFIELD 3807

**Lot / Plan:** Lot 3 PS327965

**SPI (Standard Parcel Identifier):** 3\PS327965

**Local Government (Council):** CARDINIA **Council Property Number:** 1650701700

**Directory Reference:** Melway 111 K12

The property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999.

Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>

This property is not in a designated bushfire prone area.

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

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

---

### Parcel Details

Lot/Plan or Crown Description	SPI
Lot 3 PS327965	3\PS327965

---

### State Electorates

**Legislative Council:** EASTERN VICTORIA

**Legislative Assembly:** GEMBROOK

### Utilities

**Rural Water Business:** Southern Rural Water

**Metro Water Business:** South East Water Limited

**Melbourne Water:** inside drainage boundary

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

---

### Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

**Planning Overlay:** None

---

### Further Planning Information

Planning scheme data last updated on 27 June 2018.

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

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State, local, particular and general provisions of the local planning scheme that may affect

the use of the land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987.

It does not include information about exhibited planning scheme amendments, or zonings that may apply to the land.

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

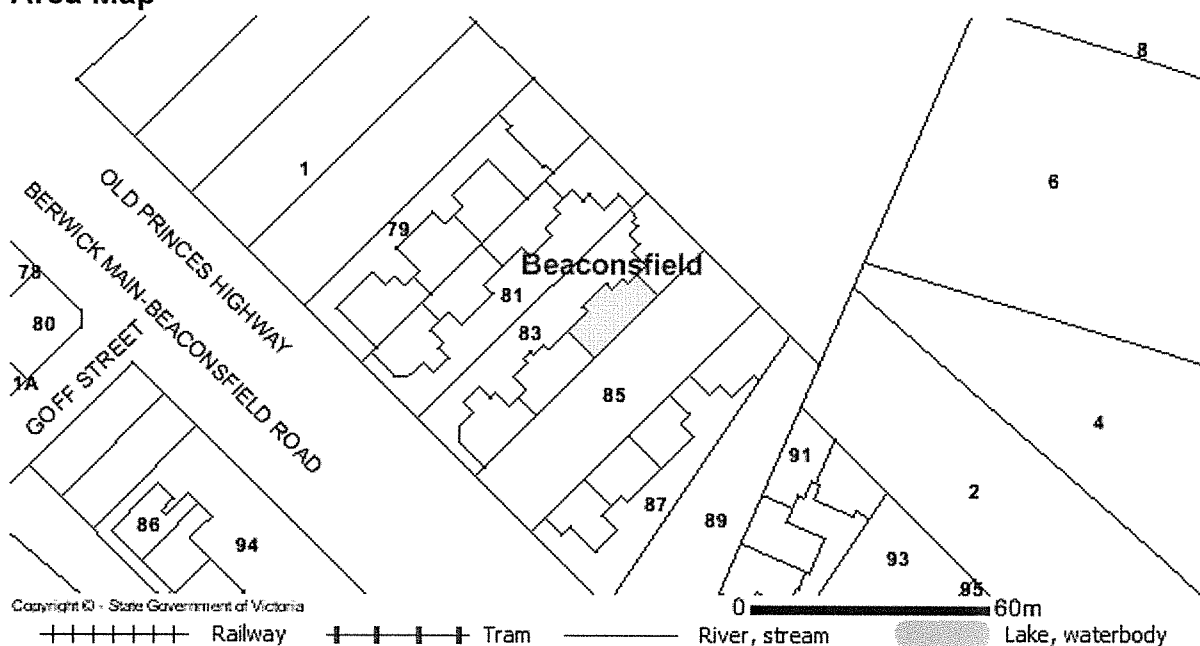
The Planning Property Report includes separate maps of zones and overlays

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

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

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

### Area Map



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Department of  
Environment, Land,  
Water and Planning

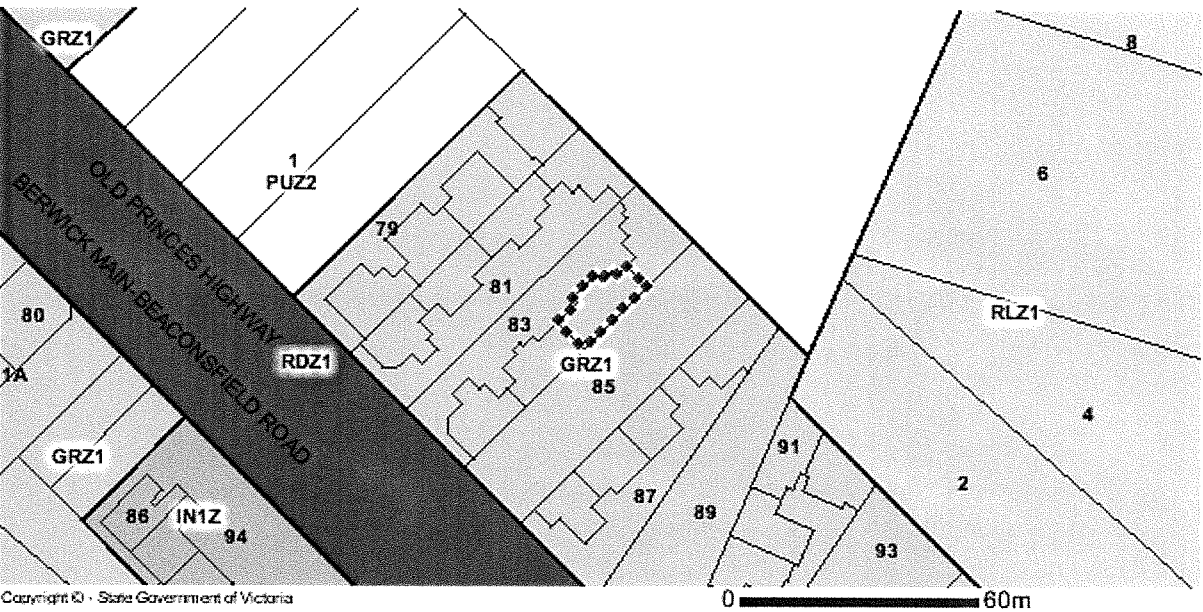
Planning Property Report

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 28 June 2018 04:47 AM

**Address:** UNIT 3/83 OLD PRINCES HIGHWAY BEACONSFIELD 3807  
**Lot / Plan:** Lot 3 PS327965  
**Local Government (Council):** CARDINIA    **Council Property Number:** 1650701700  
**Directory Reference:** Melway 111 K12

Planning Zone

GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



Note: labels for zones may appear outside the zone boundary - please compare the labels with the legend.

**Zones Legend**

ACZ - Activity Centre	IN1Z - Industrial 1	R1Z - General Residential
B1Z - Commercial 1	IN2Z - Industrial 2	R2Z - General Residential
B2Z - Commercial 1	IN3Z - Industrial 3	R3Z - General Residential
B3Z - Commercial 2	LDRZ - Low Density Residential	RAZ - Rural Activity
B4Z - Commercial 2	MUZ - Mixed Use	RCZ - Rural Conservation
B5Z - Commercial 1	NRZ - Neighbourhood Residential	RDZ1 - Road - Category 1
C1Z - Commercial 1	PCRZ - Public Conservation & Resource	RDZ2 - Road - Category 2
C2Z - Commercial 2	PDZ - Priority Development	RGZ - Residential Growth
CA - Commonwealth Land	PPRZ - Public Park & Recreation	RLZ - Rural Living
CCZ - Capital City	PUZ1 - Public Use - Service & Utility	RUZ - Rural
CDZ - Comprehensive Development	PUZ2 - Public Use - Education	SUZ - Special Use
DZ - Dockland	PUZ3 - Public Use - Health Community	TZ - Township
ERZ - Environmental Rural	PUZ4 - Public Use - Transport	UFZ - Urban Floodway
FZ - Farming	PUZ5 - Public Use - Cemetery/Crematorium	UGZ - Urban Growth
GRZ - General Residential	PUZ6 - Public Use - Local Government	
GWAZ - Green Wedge A	PUZ7 - Public Use - Other Public Use	
GWZ - Green Wedge	PZ - Port	

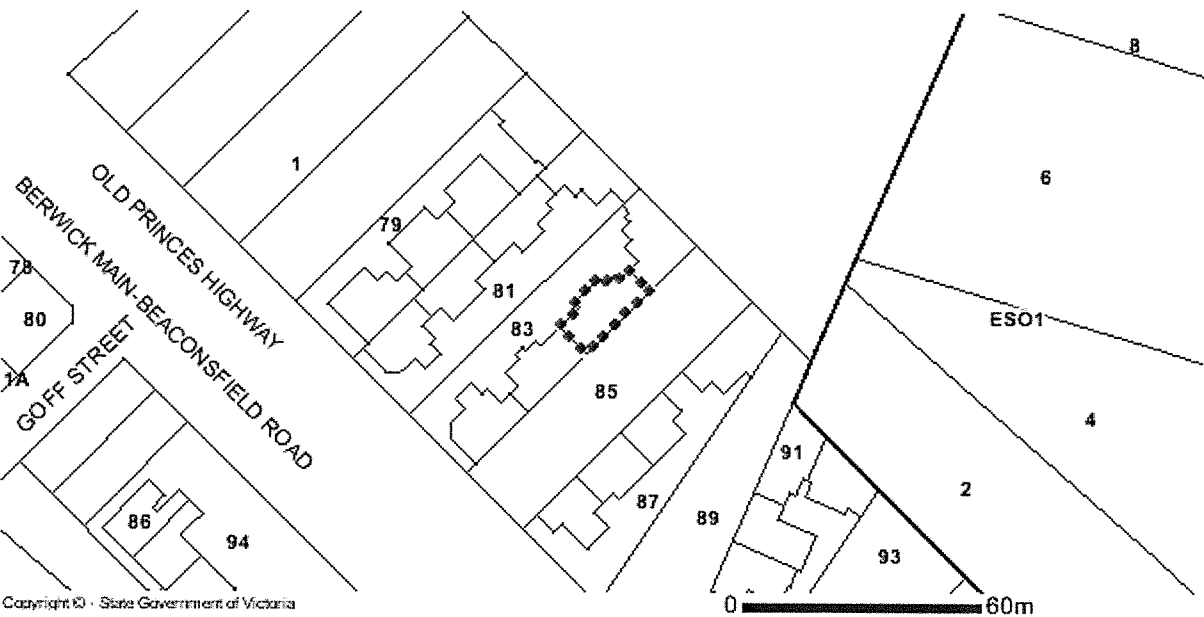
-- Urban Growth Boundary

Railway   Tram   River, stream   Lake, waterbody

Planning Overlay

None affecting this land - there are overlays in the vicinity

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



Overlays Legend

AEO - Airport Environs	IPO - Incorporated Plan
BMO - Bushfire Management	LSIO - Land Subject to Inundation
CLPO - City Link Project	MAEO1 - Melbourne Airport Environs 1
DCPO - Development Contributions Plan	MAEO2 - Melbourne Airport Environs 2
DDO - Design & Development	NCO - Neighbourhood Character
DDOPT - Design & Development Part	PO - Parking
DPD - Development Plan	PAO - Public Acquisition
EAO - Environmental Audit	RD - Restructure
EMO - Erosion Management	RCO - Road Closure
ESO - Environmental Significance	SBO - Special Building
FO - Floodway	SLD - Significant Landscape
HO - Heritage	SMO - Salinity Management
ICPO - Infrastructure Contributions Plan	SRO - State Resource
Railway	VPO - Vegetation Protection
Tram	
River, stream	
Lake, waterbody	

Note: due to overlaps some colours may not match those in the legend.

Further Planning Information

Planning scheme data last updated on 27 June 2018.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987.

It does not include information about exhibited planning scheme amendments, or zonings that may about the

land.

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

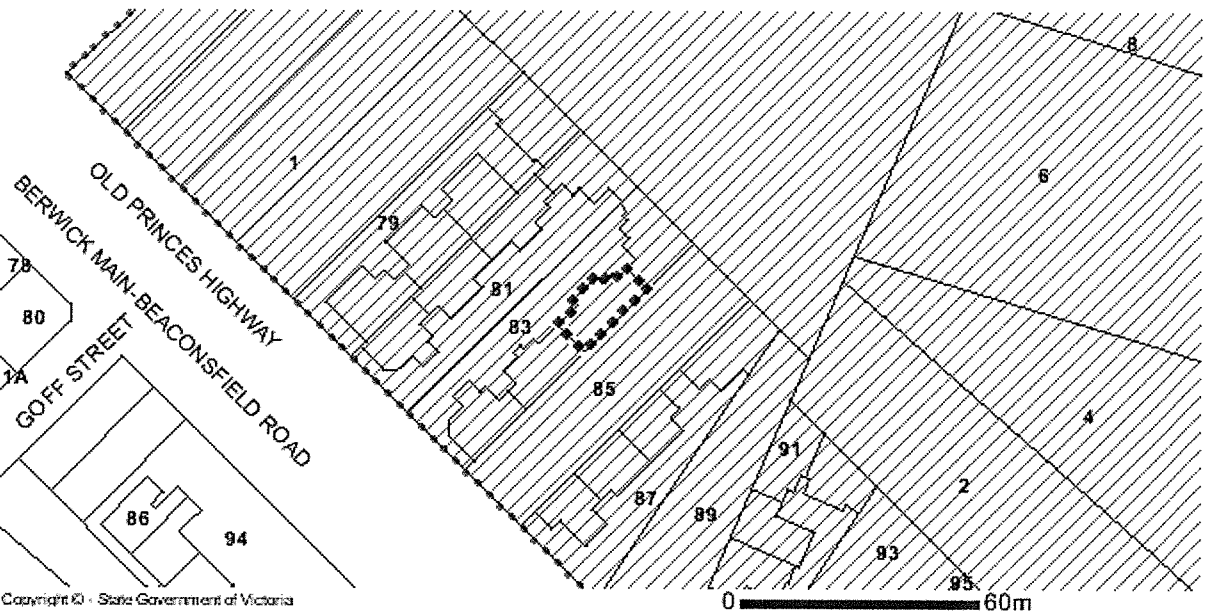
For details of surrounding properties, use this service to get the Reports for properties of interest

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

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

### Melbourne Strategic Assessment

The property may be located within the Melbourne Strategic Assessment program area.  
Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999.  
Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



#### Melbourne Strategic Assessment Area Legend

- Melbourne Strategic Assessment Area
- Selected land
- Railway
- Tram
- River, stream
- Lake, waterbody

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Department of  
Environment, Land,  
Water and Planning

## Bushfire Prone Area Report

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 28 June 2018 04:48 AM

**Address:** UNIT 3/83 OLD PRINCES HIGHWAY BEACONSFIELD 3807

**Lot / Plan:** Lot 3 PS327965

**Local Government (Council):** CARDINIA **Council Property Number:** 1650701700

**Directory Reference:** Melway 111 K12

**This property is not in a designated bushfire prone area.**

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

### Designated Bushfire Prone Area Map



#### Bushfire Prone Area Legend

- |       |         |       |      |       |               |       |                 |
|-------|---------|-------|------|-------|---------------|-------|-----------------|
| +++++ | Railway | ----- | Tram | ----- | River, stream | ----- | Lake, waterbody |
|       |         |       |      |       |               |       |                 |
|       |         |       |      |       |               |       |                 |
- Bushfire Prone Area
- Selected Land

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011,

as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014,

29 August 2015, 21 April 2016, 18 October 2016, 2 June 2017, 6 November 2017 and 16 May 2018.

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

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area

for the purposes of the building control system.

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

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

For Planning Scheme Provisions in bushfire areas in Victoria visit [Planning Schemes Online](#)

For Planning Scheme provisions for this property return to the GetReports list and select the Planning Property Report

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).



## Premium Property Report

3/83 Old Princes Highway, Beaconsfield Vic 3807

Created On: May 21st, 2018

### DETAILS

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 3 PS327965

SPI (STANDARD PARCEL IDENTIFIER)

3\PS327965

AREA

214.91 m<sup>2</sup> Approx

COUNCIL PROPERTY NUMBER

1650701700

LOCAL GOVERNMENT (COUNCIL)

Cardinia

### STATE ELECTORATES

LEGISLATIVE COUNCIL

Eastern Victoria Region

LEGISLATIVE ASSEMBLY

Gembrook District

### SCHOOLS

CLOSEST PRIVATE SCHOOLS

St Francis Xavier College (306m)

CLOSEST PRIVATE SCHOOLS

St Michael's School (2401m)

CLOSEST PRIMARY SCHOOL

Beaconsfield Primary School (123m)

CLOSEST SECONDARY SCHOOL

Berwick Secondary College (2142m)

### COUNCIL INFORMATION - CARDINIA

PHONE

01300 787 624 (Statutory Planning department)

WEBSITE

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

EMAIL

[mail@cardinia.vic.gov.au](mailto:mail@cardinia.vic.gov.au)



## Premium Property Report

3/83 Old Princes Highway, Beaconsfield Vic 3807

Created On: May 21st, 2018

### RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

#### VC143

APPROVED 15/05/2018

VC146 The Amendment changes the Victoria Planning Provisions (VPP) and all planning schemes by: - Amending the State Planning Policy Framework at Clause 19 and 19.03 to remove references to development contributions and replace with infrastructure contributions. - Incorporating a new Infrastructure Contributions Overlay at Clause 45.11.

APPROVED 15/05/2018

C230 The Amendment amends various provisions of the Cardinia Planning Scheme to correct mapping anomalies, delete redundant controls and correct ordinance errors.

APPROVED WITH CHANGES 03/05/2018

VC145 The Amendment changes the Victoria Planning Provisions (VPP) and all planning schemes by: - Amending the State Planning Policy Framework at Clause 11.05-2 to include the Yarra Ranges Localised Planning Statement. - Amending the Heritage Overlay at Clause 43.01 to make a series of corrections; - Amending the Telecommunications Facility provision at Clause 52.19 to provide clearer direction on notice and review exemptions; - The amendment also incorporates policy neutral changes involving the separation of clauses and sub-clauses within the VPP and certain local planning schemes to facilitate migration to the PSIMS system.

APPROVED 27/03/2018



## RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

**C087** Rezone the Toomuc Reserve, Princes Highway, Pakenham from a Comprehensive Development Zone to a Public Park and Recreation Zone to reflect the use of the land for public open space and recreation purposes. Rezone the Officer Recreation Reserve (Eastern Section), Princes Highway, Officer from a Rural Zone to a Public Park and Recreation Zone to reflect the use of the land for public open space and recreation purposes. Rezone the recreation reserve on the corner of O'Neil Road and Princes Highway, Beaconsfield from a Residential 1 Zone to a Public Park and Recreation Zone to reflect the use of the land for public open space and recreation purposes. Rezone the hilltop reserves in O'Neil Road, Beaconsfield and Wild Duck Way, Beaconsfield from a Residential 1 Zone to a Public Conservation and Resource Zone to reflect the use of the land for recreation and conservation purposes including the protection of treed hilltops as a significant local landscape feature. Rezone the Beaconsfield Reservoir, O'Neil Road, Beaconsfield from Public Use Zone 1 to a Public Conservation and Resource Zone, and change the designated responsible authority for the land from the Minister for Planning to the Cardinia Shire Council. The land has been recently transferred from Melbourne Water to the Crown to be used as a reserve for conservation purposes and the rezoning will reflect the use of the land for conservation purposes. Rezone 22-26 Rosebery Street, Lang Lang from a Public Use 4 Zone to a Residential 1 Zone. The land is privately owned and used for residential purposes. It is not appropriate for the land to remain in a Public Use 4 Zone which designates public land used for transport purposes. Rezone 86 Railway Avenue, Garfield from a Public Use 2 Zone to a Residential 1 Zone. The land is privately owned and used for residential purposes. It is not appropriate for the land to remain in a Public Use 2 Zone which designates public land used for education purposes. Reduce the area affected by the Heritage Overlay at 27 O'Neil Road, Beaconsfield. A review of the heritage overlay on the property has identified the area affected by the heritage overlay can be reduced from the whole property to more specific area containing the buildings which are identified as being of heritage significance. Rezone the land on the south west corner of Desmond Court and the Princes Highway in Beaconsfield including a section of the Princes Highway Reservation from a Public Use 1 Zone and Road Zone 1 to a Low Density Residential Zone. The land has been recently sold to the Beaconsfield Baptist Church, and a permit issued for the development of a church on the land. It is not appropriate for the land to remain in a Public Use 1 Zone and Road Zone 1 which designates public land used for service and utility purposes and road purposes. Rezone Cardinia Road between the Princes Highway and Pakenham Bypass Reservation from a Rural Zone to a Road Zone 1. This section of Cardinia Road has recently been declared by Vic Roads as an arterial road and the rezoning will correctly reflect the status of the road. Rezone the land for former north-south bypass to the west of Army Road, Pakenham from a Road Zone 2 to a Residential 1 Zone and Green Wedge A Zone. A number of parcels of land were acquired for a north south bypass of the Pakenham Township and included in a road zone to reflect the status of the proposed road. The bypass road is no longer identified as being required, and therefore the land should be included in a zone consistent with the zoning of the surrounding land. Rezone Army Road between the Princes Highway and Cremin Drive, Pakenham from a Residential 1 Zone and Green Wedge Zone to a Road Zone 2. This section of Army Road is classified as a local arterial road and the rezoning will reflect the status of the road

AMENDMENT SPLIT 20/03/2018

**C209** Apply the LDRZ3, a VPO1 and DDO1 to land within the Deep Creek Master Plan area, and consider a planning permit for a two lot subdivision to allow for the land to be zoned LDRZ3 and PPRZ.

AMENDMENT SPLIT 20/03/2018

**C014** Rezone land bounded by Paternoster Road, Bailey Road, Sixth Avenue, the northern boundary of lots fronting Seaview Avenue, Lowen Road and Halcyon Grove, Cockatoo from Rural Living Zone to Low Density Residential Zone; Rezone land generally in McBride Street, Upper Beaconsfield from Environmental Rural Zone to Low Density Residential Zone

AMENDMENT SPLIT 20/03/2018

**C105** Authorisation No A745 Update the schedule to Clause 52.03 and the associated incorporated document to delete the site specific controls where the development allowed has been completed or the site specific control has been expired, retain the site specific controls in relation to the Melbourne to Traralgon railway and the land within the former Rural Zone, and allow completion of development in Dixons Road, Cardinia.

AMENDMENT SPLIT 20/03/2018

**C009** Include 670 Pakenham Road, Pakenham Upper in a Development Plan Overlay and rezone the land from Environment Rural Zone to Rural Living Zone to allow its subdivision into 5 lots (See Cardinia C9 Part 2); Rezone 69 Avon Road, Avonsleigh from Rural Zone to Rural Living Zone to allow subdivision of the land into 3 lots (See Cardinia C9 Part 1); Include a site specific control to allow the subdivision of 61 Avon Road, Avonsleigh into 2 lots (See Cardinia C9 Part 1)

AMENDMENT SPLIT 20/03/2018

**C013**

AMENDMENT SPLIT 20/03/2018

## RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

### C021

AMENDMENT SPLIT 02/03/2018

### C032

AMENDMENT SPLIT 02/03/2018

### C034

AMENDMENT SPLIT 02/03/2018

VC144 The Amendment changes the Victoria Planning Provisions and all planning schemes by: § Amending Clause 52.05 (Advertising signs) to: specify 'electronic sign' in Section 2 of Category 3 - High amenity areas (Clause 52.05-9), with a condition that the advertisement area must not exceed three square metres increase the size of the permitted maximum advertisement area of a 'promotion sign' in Section 2 of Category 3 from two to three square metres. § Amending Clauses 52.05 and 73 to replace the term 'home occupation' with 'home based business'. § Correcting minor errors in Clauses 52.05 and 62.

APPROVED 27/02/2018

## PROPOSED PLANNING SCHEME AMENDMENTS

C234 incorporates a new document into the Cardinia Planning Scheme titled Pakenham East Precinct Structure Plan (the PSP). The amendment also rezones the majority of land to Urban Growth Zone Schedule 5 to facilitate the development of the land generally in accordance with the PSP, and makes a number of other consequential changes to the Cardinia Planning Scheme to support the implementation of the PSP

PANEL HEARING 03/05/2018

C220 Implements the key objectives of the Beaconsfield Structure Plan December 2013 (expires March 2019) by applying the Design and Development Overlay (DDO) to the Princes Highway Gateway Precinct (Proposed DDO5), Beaconsfield Point Precinct (Proposed DDO6) and Woodland Grove Precinct (Proposed DDO7)

PANEL REPORT TO PLANNING AUTHORITY 10/04/2018

C232 The Amendment implements the revised Officer Precinct Structure Plan (Amended February 2018) by making changes to the zone, overlay and ordinance provisions of the Cardinia Planning Scheme.

EXHIBITION 22/03/2018

C226 Amendment C226 repairs inconsistent policy in the Urban Growth Zone Schedule 3 (UGZ3) and the applied Schedule of the Rural Conservation Zone (RCZ) that prevents development in the 3 lots identified from occurring in line with the Officer Precinct Structure Plan (PSP) that was adopted by Council in 2011. The amendment proposes to add a Schedule to the RCZ removing the minimum subdivision requirements for the 3 sites identified, that would otherwise exist in the provision. This ensures there is a match between the policy intention of the PSP and the provisions in the UGZ3 and the applied zone (RCZ).

SUBMITTED TO THE DEPARTMENT FOR APPROVAL 22/02/2018

C205 Rezones part of the land at 80 McDonalds Track and Westernport Road, Lang Lang from Farming Zone Schedule 1 (FZ1) to Industrial 1 Zone (IN1Z) and applies Schedule 20 to the Development Plan Overlay (DPO20).

EXHIBITION 02/11/2017





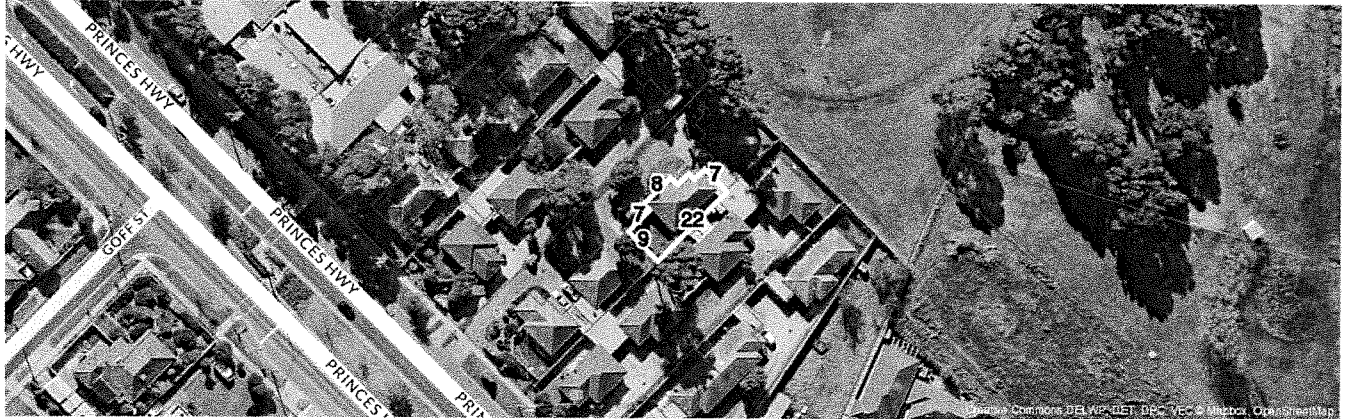
## Premium Property Report

3/83 Old Princes Highway, Beaconsfield Vic 3807

Created On: May 21st, 2018

### SITE DIMENSIONS

Site Dimensions

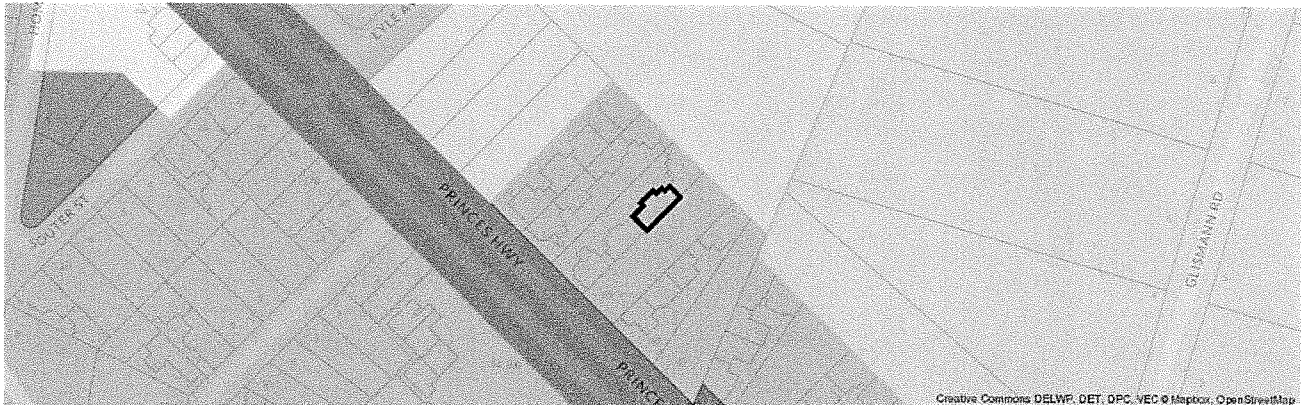


## Premium Property Report

3/83 Old Princes Highway, Beaconsfield Vic 3807

Created On: May 21st, 2018

### PLANNING ZONE



#### GRZ1 - General Residential Zone - Schedule 1








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.

#### General Residential Zone

#### Schedule 1 to the General Residential Zone

For confirmation and detailed advice about this planning zone, please contact Cardinia council on 01300 787 624.

#### OTHER PLANNING ZONES IN THE VICINITY:

- |  |   |
|--|---|
|  C1Z - Commercial 1 Zone                |  PUZ - Public Use Zone     |
|  GRZ - General Residential Zone         |  RDZ1 - Road Zone          |
|  IN1Z - Industrial 1 Zone               |  RLZ - Rural Living Zone   |
|  PPRZ - Public Park And Recreation Zone |  UFZ - Urban Floodway Zone |

## Premium Property Report

3/83 Old Princes Highway, Beaconsfield Vic 3807

Created On: May 21st. 2018

### OTHER OVERLAYS IN THE VICINITY



■ ESO - Environmental Significance Overlay

For confirmation and detailed advice about these planning overlays, please contact Cardinia council on 01300 787 624.




## Premium Property Report

3/83 Old Princes Highway, Beaconsfield Vic 3807

Created On: May 21st, 2018

### ELEVATION CONTOURS

#### Elevation Contours

 1 - 5m Contours

For confirmation and detailed advice about the elevation of the property, please contact Cardinia council on 01300 787 624.



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## Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2007  
 Subdivision Act 1988

**Owners Corporation No. 327965**

**Address: 83 Old Princes Highway  
 BEACONSFIELD VIC 3807  
 Reference: GS Conveyancing**

**Vendor: GJ & CA Evans Nominees Pty Ltd**

**Purchaser: Unknown**

This certificate is issued for Lot 3 on Plan No. 327965

The postal address of which is PO Box 379, Suite 1, 94 High Street Berwick VIC 3806

**IMPORTANT:** The information provided on this certificate is as of 19th July 2018.

- The fee of **\$1,708.75** for the above lot are based on the budget (OC Year 01/09/2018 to 31/08/2019) as approved at Inaugural Meeting and were paid annually. On the completion of the next Annual General Meeting these fees may be adjusted.

*(The annual contribution fee is subject to change depending on the budget set for the year.)*

Due Date	Amount
01/09/2018	\$1,708.75
<b>Total</b>	<b>\$1,708.75</b>

- These are initial fees. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

- The total of any Unpaid fees now total \$1,708.75 (interest \$0.00).

The total of any Unpaid Special Levy fees total \$0.00 (interest \$0.00).

- The following special fees or levies have been struck and are payable on the dates indicated below.

Due Date	Amount	Details	Due Amount

- Repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are: None known as at this date.

- The Owners Corporation presently has the following insurance cover

<b>Name of Insurer:</b>	<b>Longitude Insurance P/L</b>
Policy No:	LNG-STR-468420
Renewal Date:	06/07/2019
<b>Type of Policy</b>	<b>Sum Insured</b>
Building	\$848,000.00
Common Contents	\$8,480.00
Fidelity Guarantee	\$100,000.00
Office Bearers	\$1,000,000.00
Public Liability	\$20,000,000.00



7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.

8. The total funds held by the owners corporation as at 19th July 2018 are:

Admin fund: \$0.00

Sinking Fund: \$0.00

Total Funds held \$0.00.

9. The Owners Corporation liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above.

None known as at this date

10. The Owners Corporation granted contracts, leases, licenses or agreements affecting the common property as follows:

None known as at this date

11. The Owners Corporation agreement to provide services to members and occupiers for a fee as follows:

None known as at this date

12. Notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

None known as at this date

13. The Owners Corporation is party to proceedings and aware of notices or orders which may give rise to proceedings as follows:

None known as at this date

14. The Owners Corporation has resolved to appoint a manager.

15. No proposal has been made for the appointment of an administrator

16. Any other Information: None known as at this date

The information provided on this certificate is as of 19th July 2018.

Signed and seal affixed on behalf the Owners Corporation



**for Strata Management Victoria**

A division of Dandenong Region Body Corporate Services (Aust) Pty. Ltd. BLA No 000037

PO Box 379, Suite 1, 94 High Street Berwick VIC 3806 (Phone: 9707 5330 Fax: 9796 1494)

In capacity as Owners Corporation Manager in accordance with section 20(1) and Section 21(2A) of the Owners Corporations Act 2006

The following documents are attached:

- a. Copy of Minutes of the last AGM
- b. Copy of any Consolidated Rules
- c. Form 2 - *Statement of Advice and information for Prospective Purchasers and Lot Owners.*

Further information on prescribed matters can be viewed via the Owners Corporation Register by appointment at the office of Strata Management Victoria between the hours of 9.00 am to 4.00 pm

*The information provided within this certificate is correct to the best of our knowledge as at the date of issue  
The information herein is subject to change without notice*

*A verbal update may be provided on request within 30 days of issue (thereafter a new certificate must be sought in the prescribed manner)*

*NOTE; REGULATION 134 OF THE OWNERS CORPORATIONS ACT 2006 REQUIRES THAT AN OWNER AND SELLER IS REQUIRED TO ADVISE THE OWNERS CORPORATION OF THE NEW OWNERS NAME AND ADDRESS WITHIN ONE MONTH OF COMPLETION OF CONTRACT*

# **Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners**

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

## **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 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 THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

# Consolidated Insurance Agencies Pty Ltd

ABN 50 006 524 081

ACN 006 524 081

AFSL 245584

332 South Road

HAMPTON EAST VIC 3188

Tel: 1300 446 787

Fax: 03 9557 7727

Email: insure@ciainsurance.com.au

## CERTIFICATE OF CURRENCY

We hereby confirm that we have arranged the insurance cover mentioned below:

Owners Corporation Plan No. PS 327965J  
C/- Strata Management Victoria  
P O BOX 379  
BERWICK VIC 3806

Date: 6/07/2018

Our Reference: OC327965

**NEW POLICY**

Page 1 of 3

**Class of Policy:** STRATA INSURANCE

**Insurer:** AAI Limited Trading As Vero Insurance Ltd  
P.O. Box 294, Collins Street West, Melbourne, 8007  
ABN: 48 005 297 807

**The Insured:** Owners Corporation Plan No. PS 327965J

**Policy No:** T/B/A

**Invoice No:** 52095

**Period of Cover:**

From 6/07/2018  
to 6/07/2019 at 4:00 pm

### Details:

See attached schedule for a description of the risk insured

### IMPORTANT INFORMATION

The Proposal/Declaration:

- ☐ is to be received and accepted by the Insurer
- ☐ has been received and accepted by the Insurer

The total premium as at the above date is:

- ☐ to be paid by the Insured
- ☐ part paid by the Insured
- ☐ paid in full by the Insured
- ☐ paid by monthly direct debit

Premium Funding

- ☐ This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

## Schedule of Insurance

Page 2 of 3

**Class of Policy:** STRATA INSURANCE  
**The Insured:** Owners Corporation Plan No. PS 327965J

**Policy No:** T/B/A  
**Invoice No:** 52095  
**Our Ref:** OC327965

This policy has been placed with

Longitude Insurance Pty Ltd  
ABN 86 152 337 267  
PO Box 1813, North Sydney, NSW 2059

Longitude Insurance Pty Ltd is underwritten by

AAI Limited Trading As Vero Insurance Ltd  
ABN 48 005 297 807  
P.O. Box 294, Collins Street West, Melbourne, 8007

**Note:**

This is a summary only and does not purport to be a copy of the underwriter's policy document. In the event of any discrepancy, the latter shall prevail.

## RESIDENTIAL STRATA INSURANCE PLAN

**INSURED:** Owners Corporation Plan No. PS 327965J  
**SITUATION:** 83 Old Princes Highway, BEACONSFIELD VIC 3807  
**PERIOD OF INSURANCE:** 6 July 2018 to 6 July 2019 4pm Local Standard Time

### SECTION 1 - PROPERTY: PHYSICAL LOSS, DESTRUCTION OR DAMAGE

**Costs incurred by the Body Corporate**

Buildings	\$848,000
Common Contents	\$8,480

**Optional Additional Benefits**

Loss of Market Value	Not Insured
Flood	Insured
*(Optional) Limit of Liability	\$856,480

**All sub-sections 5.16 (a) - (i) combined**

Lot Owners fixtures and fittings (per lot)	\$300,000
Temporary Accommodation & Loss of Rent	\$120,000

**Lot Owners Optional Additional Benefits**

Paint & Wallpaper (applies to NSW & ACT only)	Not Insured
Floating floorboards	Not Insured

**Catastrophe Cover (sub-section 5.1)**

Buildings	Not Insured
Common Contents	Not Insured
Costs Incurred by the Lot Owner	Not Insured
Additional Benefits	Not Insured

**Excesses**

Excess each and every claim	\$500
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### SECTION 2 - VOLUNTARY WORKERS PERSONAL ACCIDENT

Death & Disablement	Insured
Weekly Benefits	Insured
All per Policy Table of Benefits	

**Deductible/Excess**

## Schedule of Insurance

Page 3 of 3

**Class of Policy:** STRATA INSURANCE  
**The Insured:** Owners Corporation Plan No. PS 327965J

**Policy No:** T/B/A  
**Invoice No:** 52095  
**Our Ref:** OC327965

Excluded Period of Claim  
All Per Table of Benefits 7 days

**SECTION 3 - OFFICE BEARERS LIABILITY** **\$1,000,000**

**Optional Additional Benefits (in addition to limit of liability)**

Defence Costs Not Insured  
Statutory Fines and Penalties Not Insured

**Deductible/Excess**  
Each and Every Claim \$500

**SECTION 4 - FIDELITY GUARANTEE**

Limit per person and in the Aggregate \$100,000

**Deductible/Excess**  
Each and Every Claim \$500

**SECTION 5 - EQUIPMENT BREAKDOWN** **NOT INSURED**

**SECTION 6 - PUBLIC LIABILITY**

Limit of Liability \$20,000,000

**Deductible/Excess**  
Each and Every Claim \$500

**SECTION 7 - GOVERNMENT AUDIT COSTS, WORKPLACE HEALTH & SAFETY BREACHES AND LEGAL EXPENSES**

**(a) Government Audit Costs**

Limit of Liability \$30,000  
Excess \$250

**(b) Workplace Health and Safety Breaches**

Limit of Liability \$150,000  
Excess \$250

**(c) Legal Defense Expenses**

Limit of Liability \$50,000  
Excess \$1,000  
Contribution 0.00%

**SECTION 8 - WORKERS COMPENSATION** **NOT INSURED**

**Special Notation**

Property No Claim Bonus included NO  
Customer Loyalty Discount included NO  
Number of years with Longitude 0

Issue date: 6 July 2018

### Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

<b>INSURED:</b>	Owners Corporation 327965J	
<b>INTERESTED PARTY(S):</b>	<b>Name</b>	<b>Classification</b>
<b>DESCRIPTION OF INSURED BUSINESS:</b>	Residential Strata	
<b>SITUATION OF RISK:</b>	83 Old Princes Highway, BEACONSFIELD, Victoria 3807	
<b>SECTION 1:</b>	<u><b>Property - Physical Damage</b></u> Buildings - \$848,000 Common Contents - \$8,480	
<b>SECTION 2:</b>	<u><b>Voluntary Workers Personal Accident</b></u> Death & Disablement - Insured Weekly Benefits - Insured	
<b>SECTION 3:</b>	<u><b>Office Bearers' Liability</b></u> Limit of Indemnity - \$1,000,000	
<b>SECTION 4:</b>	<u><b>Fidelity Guarantee</b></u> Limit in the Aggregate - \$100,000	
<b>SECTION 6:</b>	<u><b>Public Liability</b></u> Limit of Indemnity - \$20,000,000	
<b>SECTION 7:</b>	<u><b>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</b></u> <b>(a) Government Audit Costs</b> Limit of Indemnity - \$30,000  <b>(b) Workplace Health and Safety Breaches</b> Limit of Indemnity - \$150,000  <b>(c) Legal Defense Expenses</b> Limit of Indemnity - \$50,000	
<b>POLICY NUMBER:</b>	LNG-STR-468420	
<b>PERIOD OF INSURANCE:</b>	6 July 2018 to 6 July 2019 4pm Local Standard Time	
<b>INSURER:</b>	AAI Limited ABN 48 005 297 807 trading as Vero Insurance and AAI Limited trading as GIO Insurance in respect to workers compensation	

This certificate has been arranged by us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

**DISCLAIMER** - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the "Insurance Contracts Act 1984". We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

Longitude Insurance Pty Ltd