

# Contract of sale of real estate – Particulars of sale

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

Property address

Level 2 Unit 9 96 Mercer Street GEELONG VIC 3220

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.

### Important notice to purchasers

## Cooling-off period

*Section 31, Sale of Land Act 1962*

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

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

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

## Exceptions

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

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

## 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 an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

Signed by the purchaser

on  
dd/mm/yyyy

/ / 2025

Print name(s) of person(s) signing

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

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

Signed by the vendor

on  
dd/mm/yyyy

/ / 2025

Print name(s) of person(s) signing

**Maree Yvonne Ford**

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

The **day of sale** is the date by which both parties have signed this contract.

## Notice to purchasers of property “off-the-plan”

Section 9AA(1A), *Sale of Land Act 1962*

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

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

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

### Particulars of sale

#### Vendor’s estate agent

Name:	HF Richardson & Co Real Estate
Address:	5 Retreat Road NEWTOWN VIC 3220
Telephone:	Office: 5229 8017    Agent Mobile: 0400 902 146
Ref:	Matt Poustie
Email:	Office: ken@hfrichardson.com.au    Agent: matt@hfrichardson.com.au

#### Vendor

Name(s):	Maree Yvonne Ford
Address:	Level 2 Unit 9 96 Mercer Street GEELONG VIC 3220

#### Vendor’s legal practitioner or conveyancer

Name:	Barwon Conveyancing
Address:	PO Box 826 GEELONG VIC 3220
Telephone:	5244 3366
Ref:	25/5081
Email:	settlements@barwonconveyancing.com.au

## Purchaser

Name(s):

Address:

Telephone:

Email:

## Purchaser's legal practitioner or conveyancer

Name:

Address:

Telephone:

Ref:

Email:

## Land (general conditions 7 and 13)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	11048	Folio	909	9	PS538307X
Volume		Folio			

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address  
The address of the land

Level 2 Unit 9 96 Mercer Street GEELONG VIC 3220

Goods sold with the land  
General condition 6.3(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 conditions 14 and 17)

Price	\$
Deposit	\$
by dd/mm/yyyy	/ / 20
(of which [amount] has been paid)	\$
Balance payable at settlement	\$

## GST (general condition 19)

The price includes GST (if any) unless the words ' <b>plus GST</b> ' appear in this box:	NOT APPLICABLE
If this is a sale of a 'farming business' or 'going concern' then add the words ' <b>farming business</b> ' or ' <b>going concern</b> ' in this box:	NOT APPLICABLE
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box	NOT APPLICABLE

## GST withholding (general condition 25)

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

General Condition 25 Notice to be given by Vendor: ☒ Yes ☐ No

### NOTICE TO PURCHASER

Withholding required by Purchaser: ☐ Yes ☒ No

No withholding for residential premises because:

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

No withholding for potential residential land because:

- ☐ the land includes a building used for commercial purposes
- ☐ the purchaser is registered for GST and acquires the property for a creditable purpose
- ☐ the Vendor is not registered or required to be registered for GST and the sale is a one off capital sale and not part of an enterprise.

## Settlement (general condition 17)

Is due on:  
dd/mm/yyyy

/ / 20

## Lease (general condition 5)

At settlement the purchaser  
is entitled to vacant  
possession of the property  
unless the words '**subject to  
lease**' appear in this box:

NOT APPLICABLE

in which case refer to general condition 5. If '**subject to lease**' then particulars of the lease are:

## Terms contract (general condition 30)

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

NOT APPLICABLE

and refer to general condition 30 and add any further provisions by way of special conditions.

## Loan (general condition 20) – NOT APPLICABLE AT AUCTION

If the following details are completed, this contract is subject to a loan being approved:

Lender

Loan amount

\$

Approval date

/ / 20

## Building Report (general condition 21) – NOT APPLICABLE AT AUCTION

☐ General Condition 21 applies if this box is checked.

## Pest Report (general condition 22) – NOT APPLICABLE AT AUCTION

☐ General Condition 22 applies if this box is checked.

## Special conditions

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

SPECIAL CONDITIONS

# Contract of sale of real estate—Special Conditions

## 1. Amendments to General Conditions

1.1 General Condition 4 is deleted and replaced with the following:

- 4.1 The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 4.2 If the nominee is a proprietary limited company, the Vendor may require one or more directors of the nominee to guarantee the nominee's performance of this contract.
- 4.3 General Condition 4.1 does not apply to related party transactions.

1.2 General Condition 20 is amended by adding:

- 20.4 A registered valuer may inspect the property at any reasonable time for the purpose of preparing a valuation report for the Purchaser's proposed lender.

1.3 For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

1.4 General Condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

## 2. Planning Schemes

The purchaser buys subject to any restrictions on its use or development under the Planning and Environment Act 1987 (Vic) and any planning scheme.

## 3. No representations

3.1 It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

3.2 The Purchaser acknowledges that:

- 3.2.1 it has made all the enquiries with all government agencies that a prudent and careful person would make before entering into this contract;
- 3.2.2 it enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgement.

## 4. Condition

4.1 The Purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the Vendor or any other person on the Vendor's behalf:

- 4.1.1 In its present condition and state of repair;
- 4.1.2 Subject to all defects latent and patent;
- 4.1.3 Subject to any infestations and dilapidation;
- 4.1.4 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- 4.1.5 Subject to any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land including but not limited to the issue or non-issue of building permits and/or completion of inspections by the relevant authorities and/or private building surveyors.

4.2 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this special condition.

4.3 The Purchaser must not make any objection, claim or set-off against the Vendor or refuse or delay payment of the Price, because of the repair or condition of the Property or the Goods on the Settlement Date.

## **5. Guarantee**

5.1 If a proprietary limited company purchases the property:

- 5.1.1 Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- 5.1.2 The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

5.2 If a nominee is a proprietary limited company, the directors must sign the guarantee attached to this contract and deliver it to the vendor within 2 days of delivery of the signed nomination form to the vendor.

## **6. FIRB Approval**

6.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.

6.2 If there is a breach of the warranty contained in Special Condition 6.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

6.3 This warranty and indemnity do not merge on completion of this contract.

## **7. Windfall Gain Tax**

7.1 The Purchaser agrees that in the event that the property is rezoned prior to settlement and the property becomes subject to Windfall Gains Tax the Purchaser shall be responsible for the payment of such tax together with any interest accrued thereon in addition to the Purchase Price at settlement.

7.2 The Vendor will notify the Purchaser within seven (7) days of receipt of any notification of the assessment of a Windfall Gains Tax and will do all acts, matters and things reasonably required by the Purchaser, at the expense of the Purchaser in all things, to defer payment of the Windfall Gains Tax until settlement and, if requested by the Purchaser to object to the assessment in the name of the Vendor, but at the expense in all things of the Purchaser.

7.3 Should the Vendor be unable to defer payment of the Windfall Gains Tax and be required to pay the Windfall Gains Tax prior to the due date for settlement, the Purchaser will make a further payment equal to the amount of the Windfall Gains Tax assessed together with any interest thereon to the Vendor within fourteen (14) days of receipt of a Notice in writing from the Vendor that the Windfall Gains Tax is payable, or five (5) business days prior to the due date for payment of the Windfall Gains Tax, whichever is the later, to enable the Vendor to pay the Windfall Gains Tax and any interest accrued thereon.

7.4 Should the Purchaser fail to make the payment as aforesaid the Purchaser shall be responsible, in addition to any interest and costs payable on default under this Contract, for any penalties imposed as a result of the failure to pay the Windfall Gains Tax.

7.5 Nothing in this Special Condition shall require the Vendor to pay the Windfall Gains Tax until payment is received from the Purchaser.

## **8. Auction**

If the property is offered for sale by auction, the Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

## **9. Solar Panels**

If there are solar panels installed on the Property the Purchaser acknowledges and agrees:

9.1 The Vendor makes no representations or warranties with respect to the solar panels whatsoever including but not limited to their condition, state of repair, fitness for purpose, their in-put to the electricity grid or any benefits arising from any electricity generated by the solar panels;

9.2 they shall indemnify and hold harmless the Vendor against any claims whatsoever with respect to the solar panels.

## **10. Water Restrictions**

The Purchaser acknowledges and agrees that:

- (a) Stage 2 water restrictions are currently in place by the water corporation for the Property which restricts the amount of watering at the Property (Water Restrictions);



- (b) the garden of the Property may deteriorate naturally due to any dry/hot weather between the Day of Sale and Settlement Due Date;
- (c) the Vendor may be restricted from maintaining the garden of the Property due to the Water Restrictions between the Day of Sale and the Settlement Due Date (Garden Maintenance);
- (d) it will not make any objection, requisition, claim, claim compensation, call on the Vendor to complete or to contribute to any cost of any Garden Maintenance, rescind or purport to rescind or delay settlement in connection to this special condition or failure of the Vendor to complete any Garden Maintenance between the Day of Sale and the Settlement Due Date; and
- (e) The lack of any Garden Maintenance at the Settlement Due Date will not be a breach of general condition 31.

#### **11. Settlement Block-out Period**

The parties agree that settlement will not take place after 19 December 2025 or before 14 January 2026 (Settlement Block-out Period). If the Particulars of Sale specify a date within the Settlement Block-out Period then the parties may agree to settle on a date which is earlier than the Settlement Block-out Period (Early Settlement Date). If the parties cannot agree to an Early Settlement Date then settlement will occur on 15 January 2026. This Special Condition takes precedence over the Particulars of Sale notwithstanding the order of priority provided for in this Contract of Sale.

# **Contract of Sale of Land - General Conditions**

## **Contract Signing**

### **1 ELECTRONIC SIGNATURE**

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

### **2. LIABILITY OF SIGNATORY**

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

### **3. GUARANTEE**

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

### **4. NOMINEE**

The purchaser may 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.

### **Title**

### **5. ENCUMBRANCES**

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

### **6. VENDOR WARRANTIES**

- 6.5 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.6 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.7 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and

- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.8 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.9 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.10 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.11 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## **7. IDENTITY OF THE LAND**

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

## **8. SERVICES**

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

## **9. CONSENTS**

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

## **10. TRANSFER & DUTY**

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

## 11. RELEASE OF SECURITY INTEREST

- 11.5 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.6 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.7 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.8 The vendor must ensure that at or before settlement, the purchaser receives -
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.9 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.10 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.11 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.12 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.13 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.14 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.15 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.16 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

- 11.17 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor —
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay as though the purchaser was in default.
- 11.18 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.19 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

- 13.5 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.6 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.7 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.8 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.9 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.10 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.11 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.12 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

## **Money**

### **14. DEPOSIT**

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

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

## **15. DEPOSIT BOND**

- 15.5 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.6 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.7 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.8 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.9 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.10 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract

or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.11 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.12 This general condition is subject to general condition 14.2 [deposit].

## **16. BANK GUARANTEE**

16.5 This general condition only applies if the applicable box in the particulars of sale is checked.

16.6 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.7 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.8 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.9 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.10 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.11 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.12 This general condition is subject to general condition 14.2 [deposit].

## **17. SETTLEMENT**

17.5 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.6 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.7 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## **18. ELECTRONIC SETTLEMENT**

18.5 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.6 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.7 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.8 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.9 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.10 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.11 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.13 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator at settlement.

## 19. GST

19.5 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.6 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or



- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.7 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.8 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.9 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.10 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.11 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 199* (Cth); and
  - (b) 'GST' includes penalties and interest.

## **20. LOAN**

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

## **21. BUILDING REPORT**

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

## **22. PEST REPORT**

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

## **23. ADJUSTMENTS**

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

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 24.5 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.6 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.7 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.8 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.9 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspect of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.10 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition; despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.11 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.12 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

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

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

## 25. GST WITHHOLDING

25.5 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.6 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.7 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.8 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.9 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.10 The purchaser must:

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

25.11 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition; despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.12 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.13 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.14 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.15 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.16 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## Transactional

### 26. TIME & CO OPERATION

26.5 Time is of the essence of this contract.

26.6 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.7 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.8 Any unfulfilled obligation will not merge on settlement.

## **27. SERVICE**

- 27.5 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.6 A cooling off notice under section 31 of the *sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.7 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.8 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.9 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

- 30.5 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.6 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

### **32 BREACH**

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

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

#### **Default**

### **33 INTEREST**

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

### **34 DEFAULT NOTICE**

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
  - 34.2.1 specify the particulars of the default; and
  - 34.2.2 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 –
    - 34.2.2.1 the default is remedied; and
- (i) the reasonable costs incurred as a result of the default and any interest payable are paid.

### **35 DEFAULT NOT REMEDIED**

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

35.2 The contract immediately ends if:

35.2.1 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

35.2.2 the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

35.3.1 the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

35.3.2 all those amounts are a charge on the land until payment; and

35.3.3 the purchaser may also recover any loss otherwise recoverable.

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

35.4.1 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

35.4.2 the vendor is entitled to possession of the property; and

35.4.3 in addition to any other remedy, the vendor may within one year of the contract ending either:

35.4.3.1 retain the property and sue for damages for breach of contract; or

35.4.3.2 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

35.4.4 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

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

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

## GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the <b>Sole Director / Directors of</b>			<b>ACN</b>

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

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

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

This  Day of  20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness



# **SECTION 32**

# **STATEMENT**

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

<b>Vendor:</b>	Maree Yvonne Ford
<b>Property:</b>	Level 2 Unit 9 96 Mercer Street GEELONG VIC 3220 being Lot 9 on Plan of Subdivision PS538307X and being the land more particularly described in Certificate of Title Volume 11048 Folio 909



**VENDORS REPRESENTATIVE**

Barwon Conveyancing  
PO Box 826  
GEELONG VIC 3220

Tel: (03) 5244 3366  
Email: [settlements@barwonconveyancing.com.au](mailto:settlements@barwonconveyancing.com.au)

Ref: 25/5081

**32A FINANCIAL MATTERS**

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows:

Their total does not exceed \$7,800.00.

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

Land Tax is not adjustable between the Vendor and the Purchaser unless the sale price exceeds the threshold amount as defined by Section 10I of the Sale of Land Act 1962 (\$10 million as indexed). If Land Tax is adjustable, a purchaser will remain liable for any adjusted increase in a new assessment after 31 December of the current year.

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property or as directed in any conditions of the Contract of Sale.

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

**Statement under Section 32A(ca) of the Sale of Land Act 1962**

The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

The AVPCC (within the meaning of the Commercial and Industrial Property Tax Reform Act 2024) most recently allocated to the land is: 120

If the land is tax reform scheme land, its entry date within the meaning of the Commercial and Industrial Property Reform Act 2024 is: Not applicable.

**32B INSURANCE**

**(a) Damage and Destruction**

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

**(b) Owner Builder**

Where there is a residence on the land which was constructed within the preceding six years and Section 137B of the Building Act 1993 applies to the residence, particulars of any required insurance under that Act applying to that residence are as follows: Not applicable.

**32C LAND USE**

**(a) Restrictions**

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.

SECTION 32 STATEMENT  
LEVEL 2 UNIT 9 96 MERCER STREET GEELONG VIC 3220

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:

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

**(b) Designated Bushfire Prone Area**

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

**(c) Road Access**

There is access to the Property by Road.

**(d) Planning Scheme**

Planning Scheme: Greater Geelong  
Responsible Authority: City of Greater Geelong  
Zoning: ACZ - Activity Centre Zone  
Planning Overlay/s: HO - Heritage Overlay, SBO - Special Building Overlay

See attached

**32D NOTICES**

**(a) 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 are contained in the attached certificates and/or documents (if any).

**(b) Agricultural Chemicals**

There are no notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports and orders are contained in the attached certificates and/or documents.

**(c) Compulsory Acquisition**

Particulars of any Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act 1986 are: Not applicable.

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land): No such Building Permit has been granted to the Vendors knowledge.

**32F OWNERS CORPORATION**

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

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

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

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

**32H SERVICES**

Service	Status
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

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

**32I TITLE**

Attached are the following documents concerning Title:

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

**SUBDIVISION**

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

**SECTION 32 STATEMENT**  
**LEVEL 2 UNIT 9 96 MERCER STREET GEELONG VIC 3220**

- (c) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
- (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

**DISCLOSURE OF ENERGY INFORMATION**

*(Disclosure of this information is not required under Section 32 of the Sale of Land Act 1962 (Vic) but may be included in this Vendor's 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 nett lettable area of at least 1,000m<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.

**ATTACHMENTS**

Attached to this Section 32 Statement please find:

- All documents noted as attached within this Section 32 Statement
- Due Diligence Checklist (for residential properties)

**DATE OF THIS STATEMENT:**

05 / 12 /20 25

**Name of the Vendor**

Maree Yvonne Ford

**Signature of the Vendor**



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

The Purchaser of a residential property further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

**DATE OF THIS ACKNOWLEDGMENT**

/  /20 25

**Name of the Purchaser**

**Signature of the Purchaser**

## Register Search Statement - Volume 11048 Folio 909

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11048 FOLIO 909

Security no : 124129348813S  
Produced 27/10/2025 11:39 AM

### LAND DESCRIPTION

Lot 9 on Plan of Subdivision 538307X.

PARENT TITLES :

Volume 10813 Folio 350 to Volume 10813 Folio 351

Created by instrument PS538307X 17/01/2008

### REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

MAREE YVONNE FORD of UNIT 9 LEVEL 2 96 MERCER STREET GEELONG VIC 3220  
AU784060K 08/09/2021

### ENCUMBRANCES, CAVEATS AND NOTICES

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

NOTICE Section 16(2) Historic Buildings Act 1981

REGISTER NO. 1162

Y000862D

### DIAGRAM LOCATION

SEE PS538307X 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 9 LEVEL 2 96 MERCER STREET GEELONG VIC 3220

### ADMINISTRATIVE NOTICES

NIL

eCT Control 21570L BARWON CONVEYANCING  
Effective from 08/09/2021

OWNERS CORPORATIONS

-----  
The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS538307X

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of  
Victoria to provide this information  
via LANDATA® System. Delivered at 27/10/2025, for Order Number 89408575. Your reference: 25/5081 Ford.**



## Department of Natural Resources and Environment

### Land Victoria CONVERSION DEALING

**Y000862D**

\$0 HBR



#### Folio(s) Affected


10523 184

#### Details of Endorsement

#### End of Endorsement

A notice that a Designated Building  
is situated upon the within land has  
been lodged pursuant to Section 16(b)  
of the Historic Buildings Act 1981  
No. F+97811 (Register No. 1162)

Entered  
- 5 JUL 1996

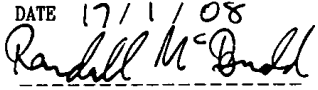




DY000862D-1-1

**Note:** Dealings with 'Y' prefix have been created as part of Land Registry's VOTS conversion process. This dealing captures an extract of an endorsement affecting the Folio(s) listed above





<b>PLAN OF SUBDIVISION</b>				Stage No.  /	LRS use only  <b>EDITION 1</b>	Plan Number  <b>PS 538307X</b>
<b>Location of Land</b> <b>Parish:</b> CORIO <b>Township:</b> CITY OF GEELONG <b>Section:</b> 44 <b>Crown Allotment:</b> 5 (PART) <b>Crown Portion:</b> _____ <b>Title References:</b> VOL.10813 FOL.350 & VOL.10813 FOL.351 <b>Last Plan Reference:</b> LOTS 1 & 2 ON TP18621E <b>Postal Address:</b> 94-96 MERCER STREET, <small>(at time of subdivision)</small> GEELONG, 3220. <b>MGA Co-ordinates</b> E 268305 <b>Zone 55</b> <small>(of approx centre of land in plan)</small> N 5774980				<b>Council Certification and Endorsement</b> <b>Council Name:</b> CITY OF GREATER GEELONG <b>Ref:</b> 8221 <del>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. Date of original certification under section 6 <b>19/11/07</b> <del>3. 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 <del>has</del> / 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 Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate <del>Council Seal</del> Date <b>21/12/07</b>		
<b>Vesting of Roads or Reserves</b>						
Identifier	Council/Body/Person					
NIL	NIL					
<b>Other Notations:</b> THE COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1-20 (BOTH INCLUSIVE) AND IT INCLUDES THE STRUCTURE OF THOSE WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES. ALL COLUMNS, PILLARS, INTERNAL SERVICE DUCTS AND PIPE SHAFTS ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITION OF THESE COLUMNS, PILLARS SERVICE DUCTS AND SHAFTS HAVE BEEN OMITTED FROM THE DIAGRAMS HEREIN. COMMON PROPERTY No.1 = C.P.1 LOCATION OF BUILDINGS: BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN BY THICK CONTINUOUS LINES. INTERIOR FACE- ALL BOUNDARIES				<b>Notations</b> <b>Staging</b> This <del>is</del> / is not a staged subdivision Planning Permit No. 261/2007 <b>Depth Limitation:</b> DOES NOT APPLY <b>Other Purpose of Plan:</b> REMOVAL OF PARTY WALL EASEMENT SHOWN AS E-1 ON TP18621E. <b>Grounds for Removal:</b> AS DIRECTED IN PLANNING PERMIT No. 261/2007 <b>Notations:</b> LOTS 1-20 (BOTH INCLUSIVE) ARE COMPRISED OF TWO PIECES. <b>Survey:-</b> This plan is / <del>is not</del> based on survey. This survey has been connected to permanent marks no(s) _____ In Proclaimed Survey Area no. _____		
<b>Easement Information</b>				LRS use only		
<b>Legend:</b> E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)				Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date <b>17/1/08</b>		
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS ON THIS PLAN						
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
NIL	NIL	NIL	NIL	NIL		
				LRS use only PLAN REGISTERED TIME <b>2:58</b> DATE <b>17/1/08</b>  Assistant Registrar of Titles		
				Sheet 1 of 8 Sheets		
 LEVEL 1, 27-31 MYERS STREET, GEELONG, 3220 Ph (03) 5202 4600 Fax (03) 5202 4691 GEELONG • BALLARAT • MELBOURNE  benchmark A QUALITY ASSURED COMPANY				LICENSED SURVEYOR (PRINT) <u>RAYMOND JAMES DUNN</u> SIGNATURE _____ DATE / / REF <b>GE-0691-14-SS</b> VERSION <b>4</b>		
				DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		

# PLAN OF SUBDIVISION

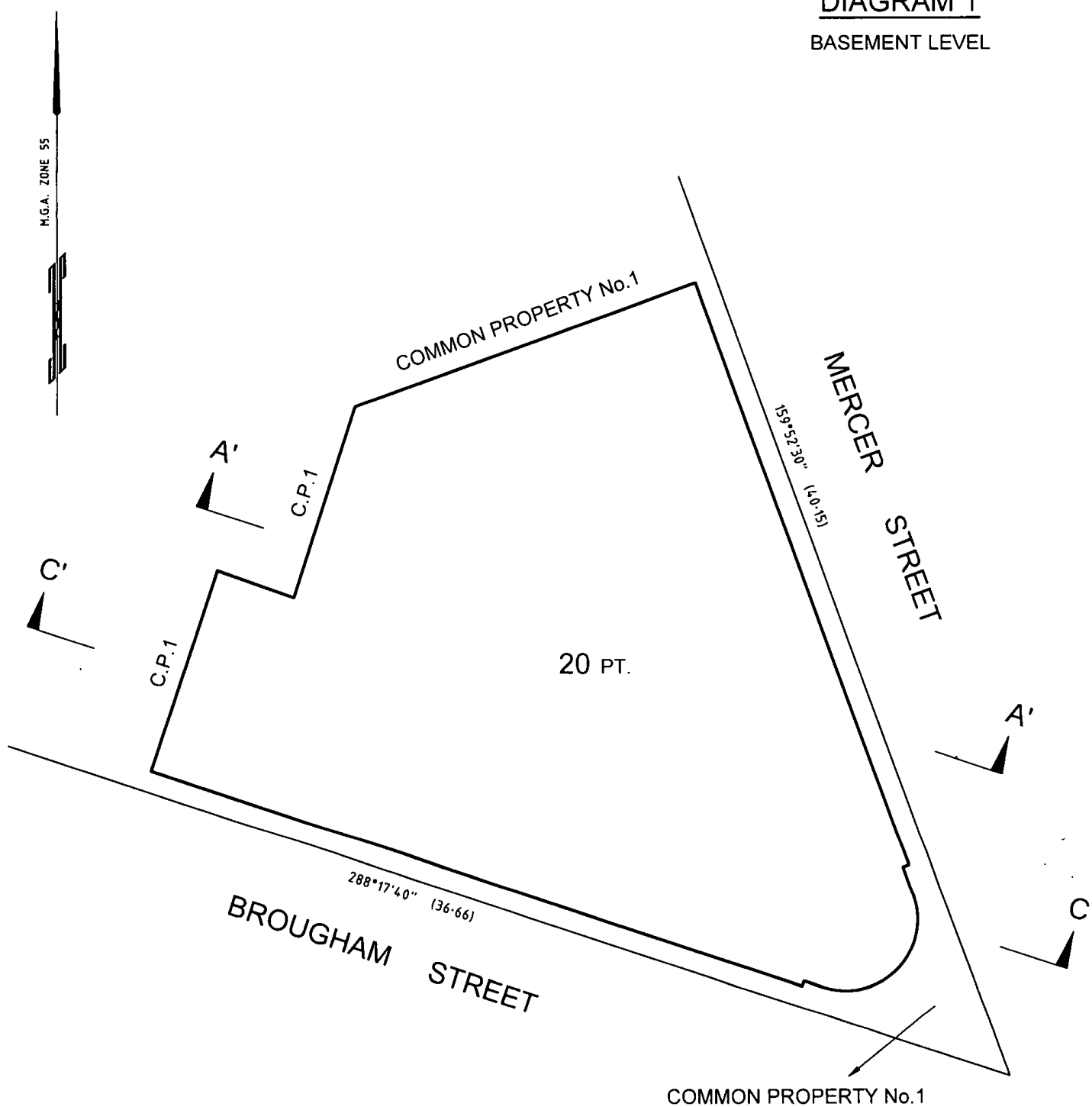
Stage No.

Plan Number

**PS 538307X**

## DIAGRAM 1

BASEMENT LEVEL



LEVEL 1, 27-31 MYERS STREET, GEELONG, 3220  
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GEELONG • BALLARAT • MELBOURNE



benchmark  
IN QUALITY  
ASPECT & SERVICE

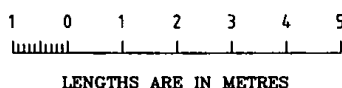
A QUALITY ASSURED COMPANY

Sheet 2 of 8 Sheets

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A3



LICENSED SURVEYOR (PRINT) RAYMOND JAMES DUNN

SIGNATURE \_\_\_\_\_ DATE / /

REF GE-0691-14-SS

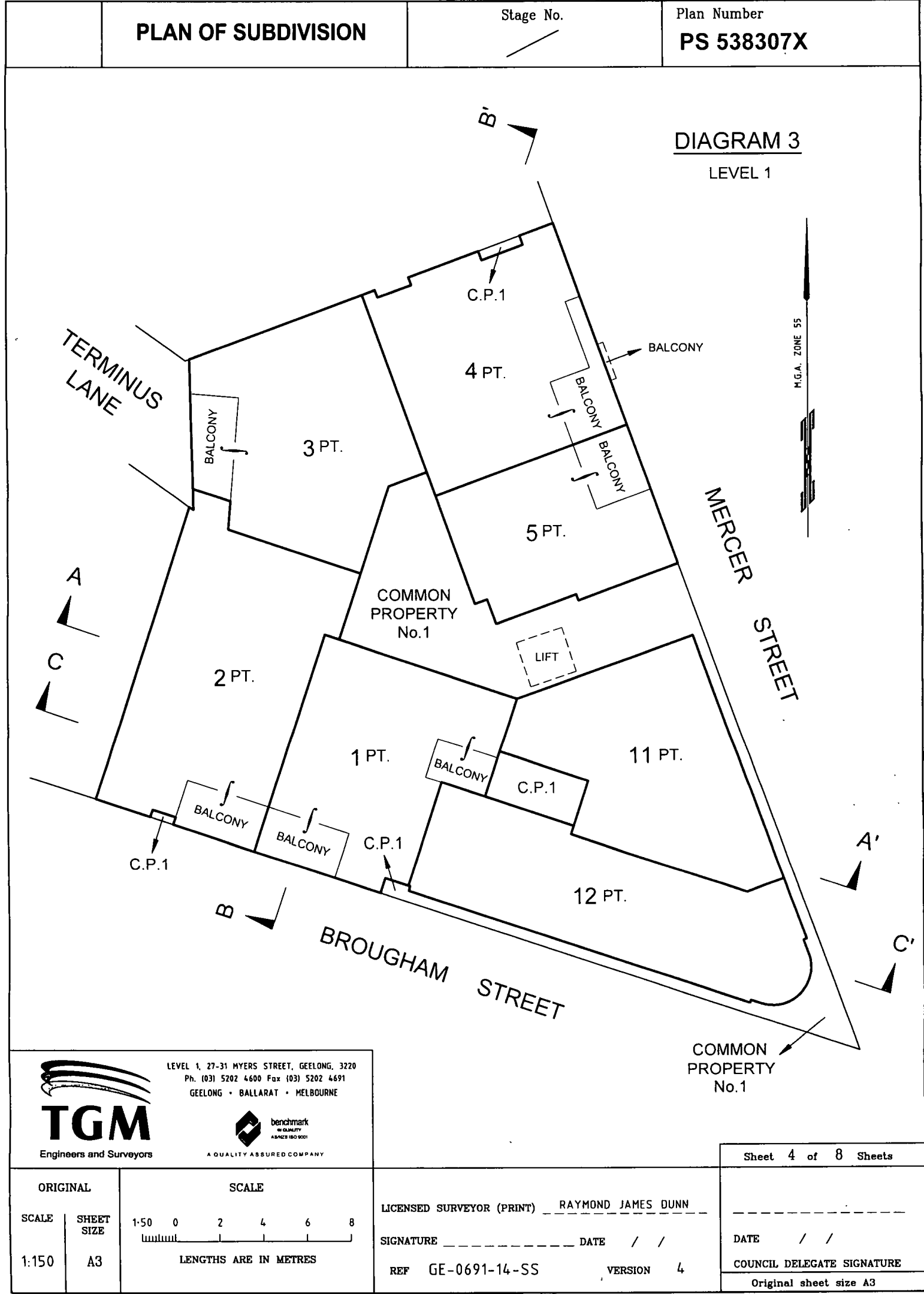
VERSION 4

DATE / /

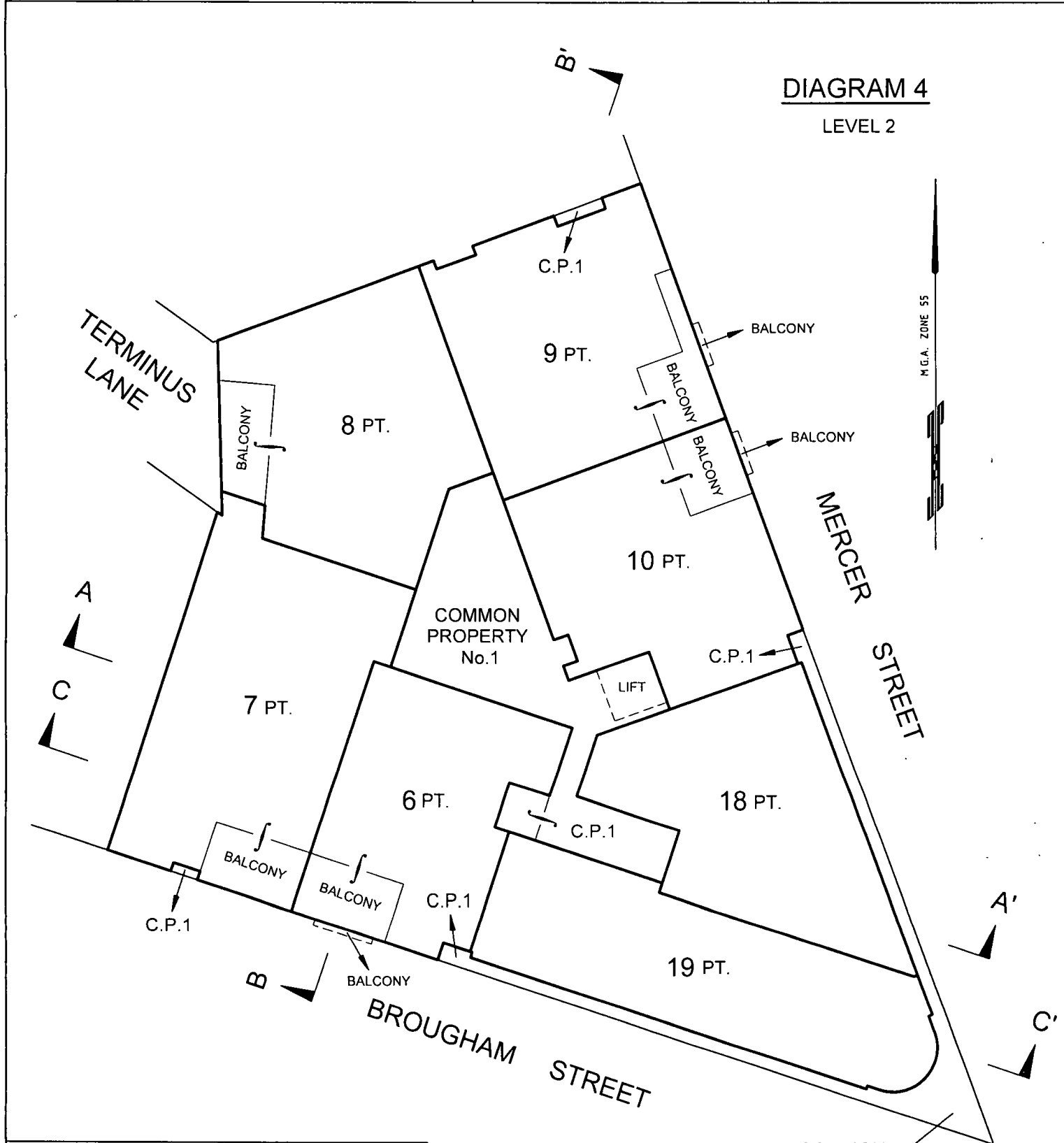
COUNCIL DELEGATE SIGNATURE




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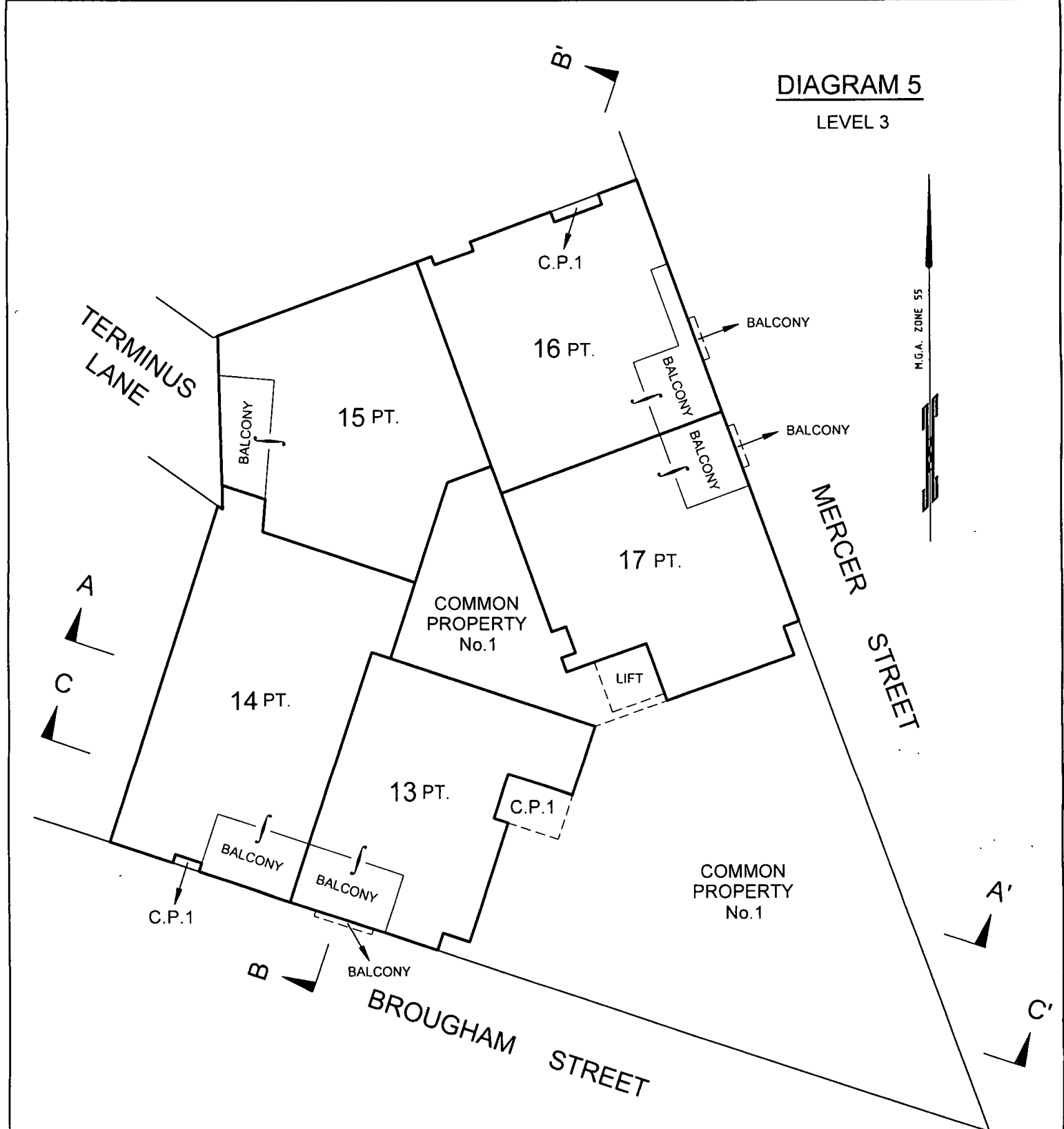




	<b>PLAN OF SUBDIVISION</b>	Stage No. /	Plan Number <b>PS 538307X</b>
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 <p>LEVEL 1, 27-31 MYERS STREET, GEELONG, 3220. Ph. (03) 5202 4600 Fax (03) 5202 4691 GEELONG • BALLARAT • MELBOURNE</p>  <p>benchmark IN QUALITY AS NIS ISO 9001</p> <p>A QUALITY ASSURED COMPANY</p>				Sheet 5 of 8 Sheets
ORIGINAL SCALE 1:150	SHEET SIZE A3	<p>SCALE</p> <p>1:50 0 2 4 6 8</p>  <p>LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) RAYMOND JAMES DUNN</p> <p>SIGNATURE _____ DATE / /</p> <p>REF GE-0691-14-SS VERSION 4</p>	<p>_____</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>

	<b>PLAN OF SUBDIVISION</b>	Stage No. /	Plan Number <b>PS 538307X</b>
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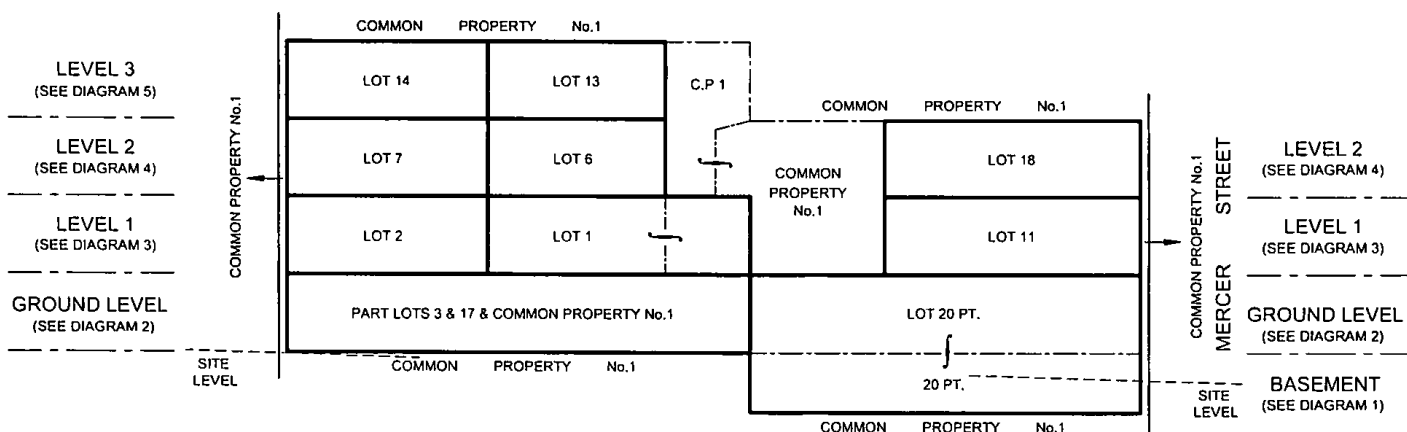
 <p>LEVEL 1, 27-31 MYERS STREET, GEELONG, 3220 Ph. (03) 5202 4600 Fax (03) 5202 4691 GEELONG • BALLARAT • MELBOURNE</p>		 <p>benchmark IN QUALITY A SALES ISO 9001</p>		<p>Sheet 6 of 8 Sheets</p>	
<p>ORIGINAL</p> <p>SCALE</p> <p>1:150</p>	<p>SHEET SIZE</p> <p>A3</p>	<p>SCALE</p> <p>1:50 0 2 4 6 8</p> <p>LENGTHS ARE IN METRES</p>		<p>LICENSED SURVEYOR (PRINT) RAYMOND JAMES DUNN</p> <p>SIGNATURE _____ DATE / /</p> <p>REF GE-0691-14-SS VERSION 4</p>	
				<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>	

# PLAN OF SUBDIVISION

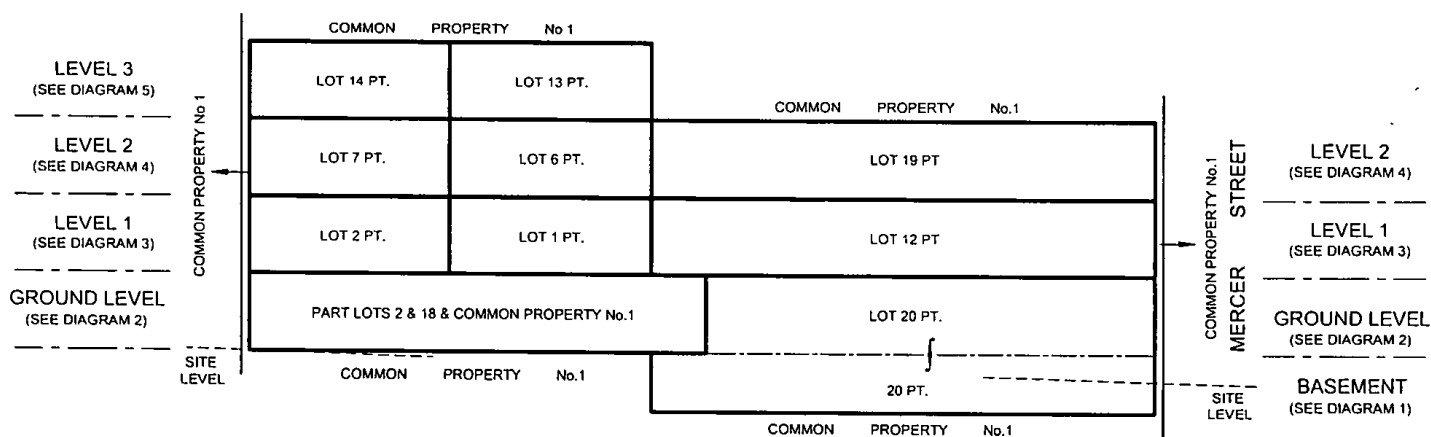
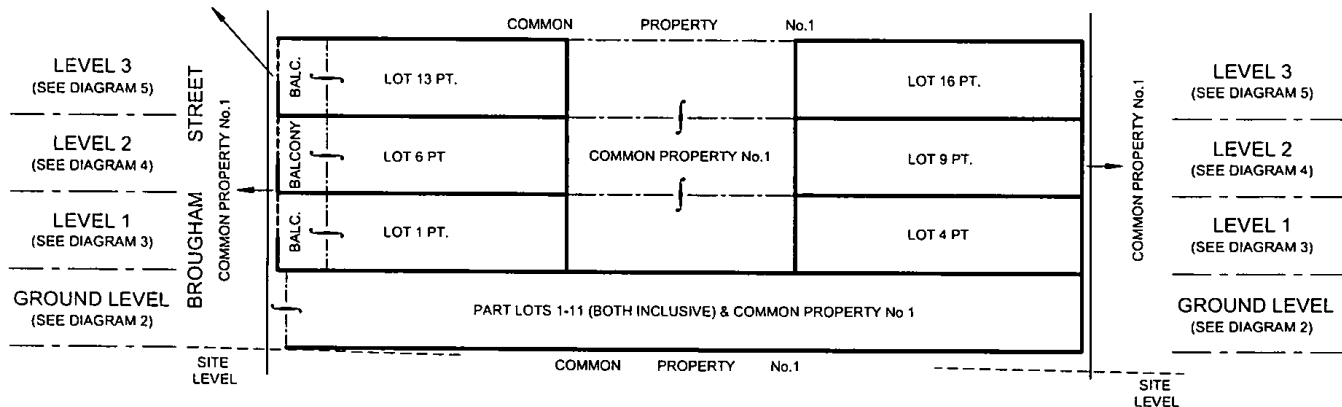
Stage No.

Plan Number

**PS 538307X**



PROJECTION OF INTERIOR  
FACE OF GLASS BALUSTRADE



LEVEL 1, 27-31 MYERS STREET, GEELONG, 3220  
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GEELONG • BALLARAT • MELBOURNE



benchmark  
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SIGNATURE DATE / /

REF GE-0691-14-SS

VERSION 4

Sheet 7 of 8 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

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PS538307X

FOR CURRENT OWNERS CORPORATION DETAILS  
SEE OWNERS CORPORATION SEARCH REPORT





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 27/10/2025 11:42:42 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS538307X**

The land in PS538307X is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 20.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

BODY CORPORATE STRATA GROUP 123 CHURCH STREET HAWTHORN VIC 3122

AL641685U 23/01/2015

### 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:

1. AF735143N 27/03/2008

### Additional Owners Corporation Information:

OC000060G 22/01/2008

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 27/10/2025 11:42:42 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS538307X**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	5	5
<b>Total</b>	<b>195.00</b>	<b>195.00</b>

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

Statement End.

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 21 October 2025 04:21 PM

## PROPERTY DETAILS

Address: **9/96 MERCER STREET GEELONG 3220**

Lot and Plan Number: **Lot 9 PS538307**

Standard Parcel Identifier (SPI): **9\PS538307**

Local Government Area (Council): **GREATER GEELONG**

Council Property Number: **336921**

Planning Scheme: **Greater Geelong**

Directory Reference: **Melway 401 F2**

[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

[Planning Scheme - Greater Geelong](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **GEELONG**

Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

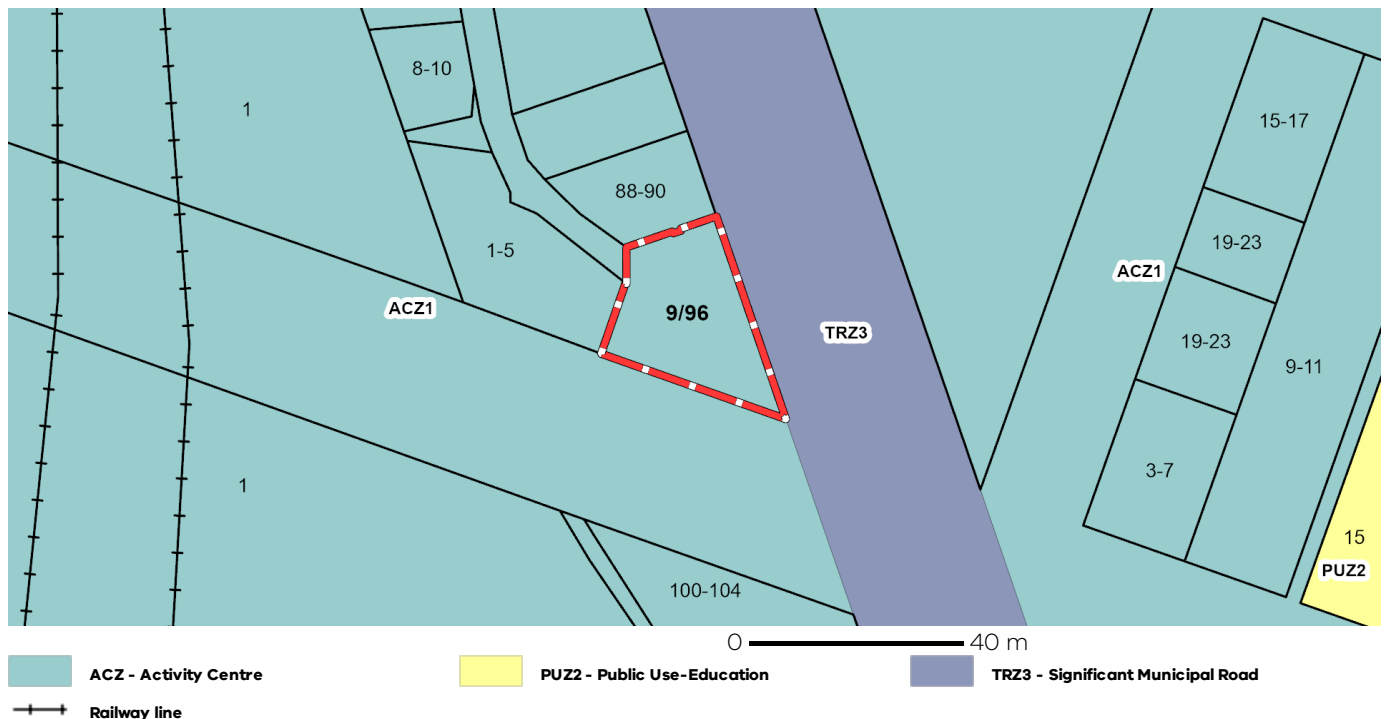
Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

[ACTIVITY CENTRE ZONE \(ACZ\)](#)

[ACTIVITY CENTRE ZONE - SCHEDULE 1 \(ACZ1\)](#)



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

Copyright © - State Government of Victoria

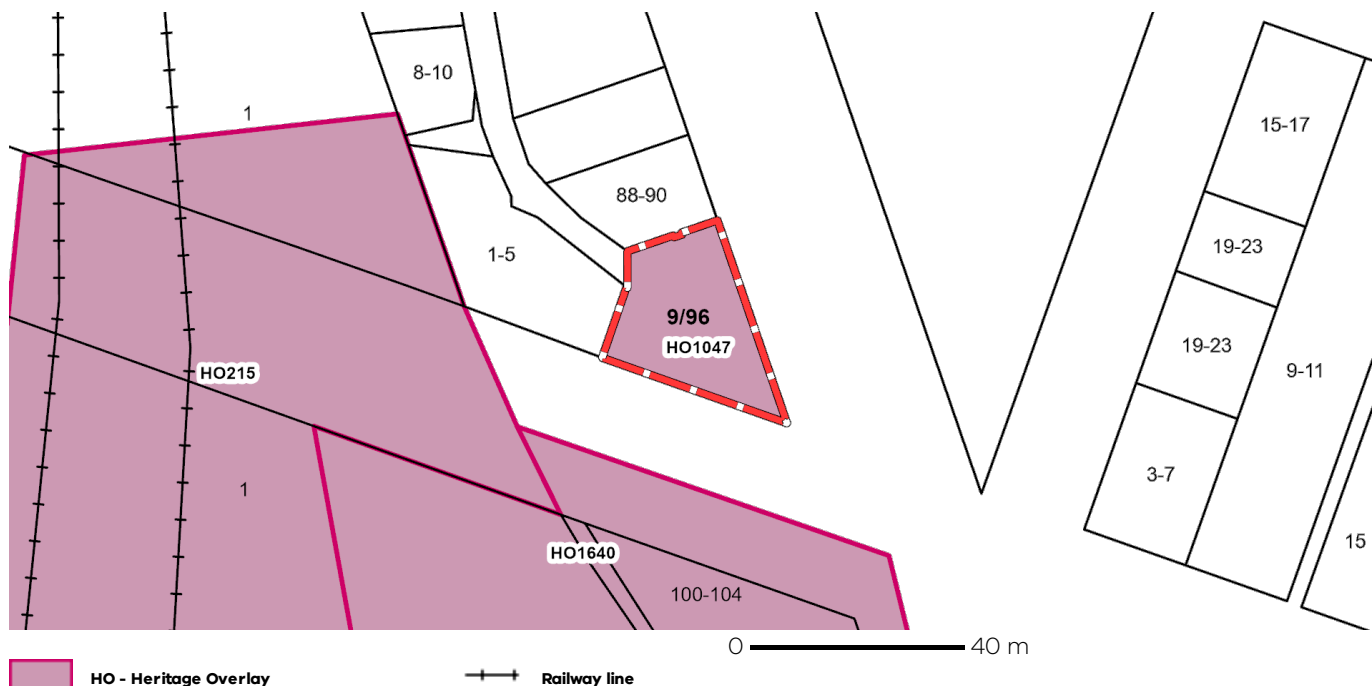
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

## Planning Overlays

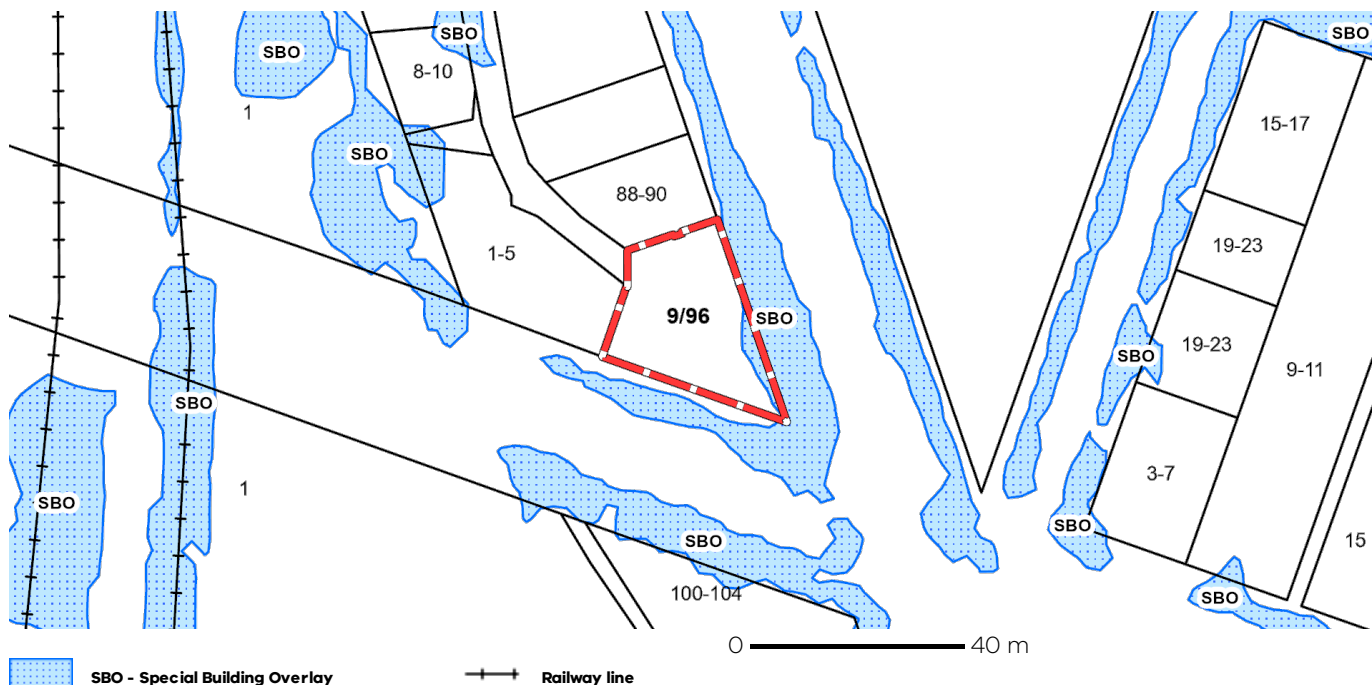
### HERITAGE OVERLAY (HO)

#### HERITAGE OVERLAY - SCHEDULE (HO1047)



### SPECIAL BUILDING OVERLAY (SBO)

#### SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)



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

## Heritage Register

This property is affected by an entry on the Victorian Heritage Register.

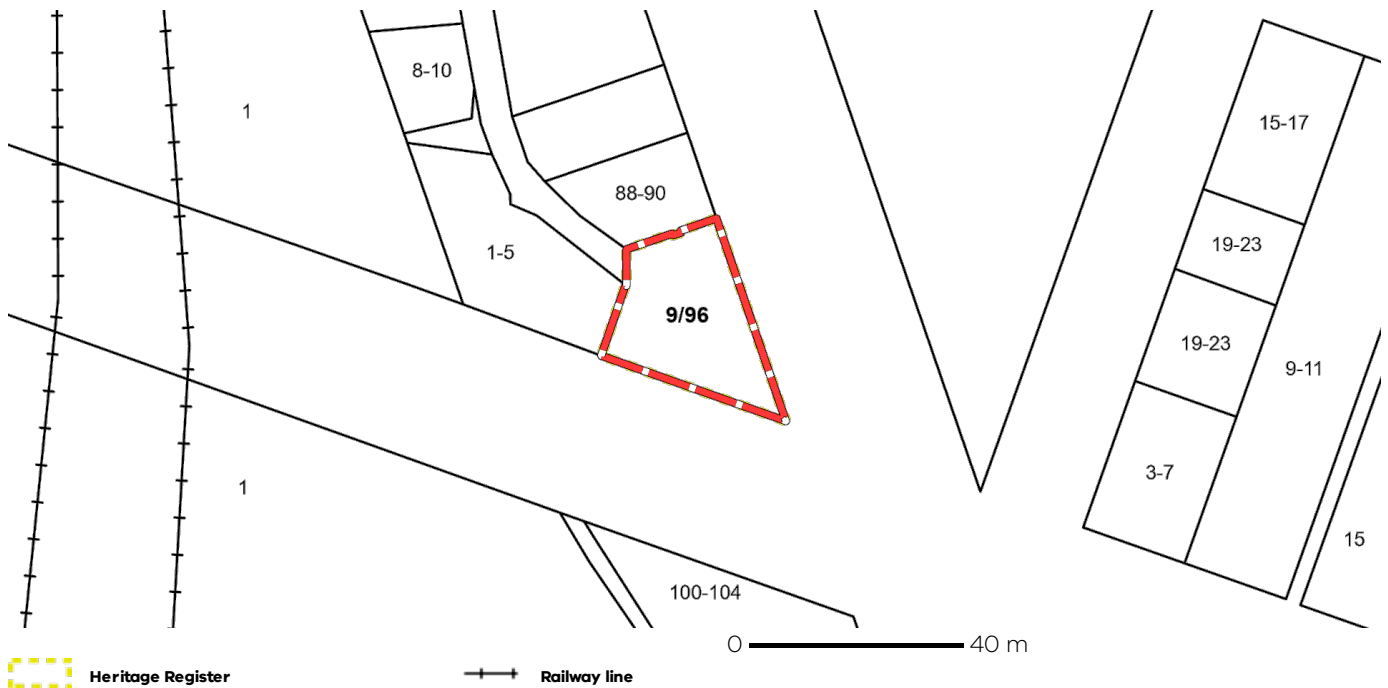
View information about [VHR Number H1162](#) - TERMINUS HOTEL

Heritage Register data last updated on 16 October 2025.

This report is NOT a **Heritage Certificate** issued pursuant to Section 50 of the Heritage Act 1995.  
It does not show places which may be under consideration for inclusion in the Victorian Heritage Register.

For more information on the **Victorian Heritage Register** go to [Victorian Heritage Database](#)

Other information about the heritage status of this property, how to obtain a Heritage Certificate, and any heritage approvals that may be required, may be obtained from [Heritage Victoria](#)



## Further Planning Information

Planning scheme data last updated on 16 October 2025.

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

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

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

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

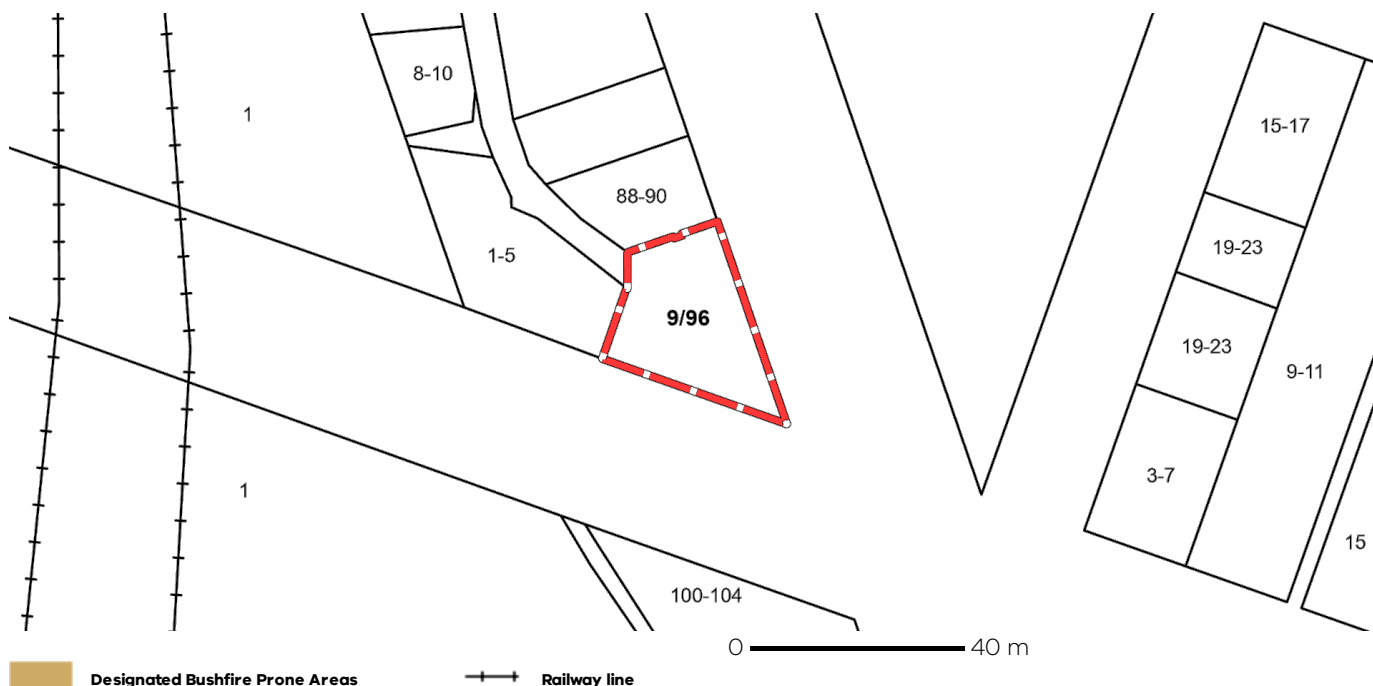
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

## Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

Created at 21 October 2025 04:21 PM

## PROPERTY DETAILS

Address: **9/96 MERCER STREET GEELONG 3220**

Lot and Plan Number: **Lot 9 PS538307**

Standard Parcel Identifier (SPI): **9\PS538307**

Local Government Area (Council): **GREATER GEELONG**

Council Property Number: **336921**

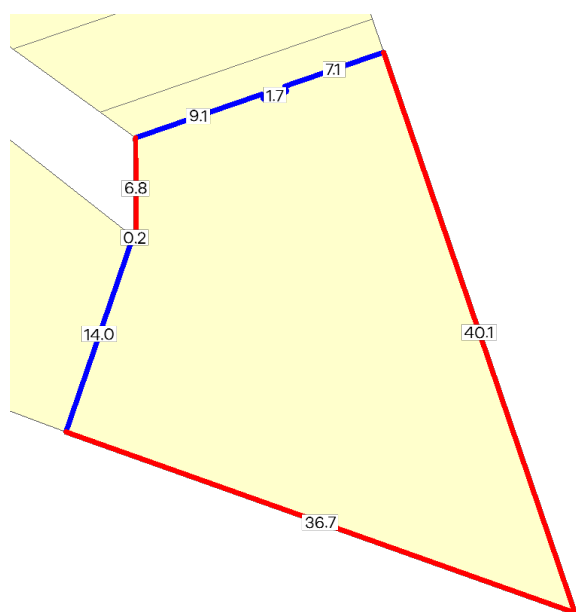
Directory Reference: **Melway 401 F2**

[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

**Note:** There are 21 properties identified for this site.  
These can include units (or car spaces), shops, or part or whole floors of a building.  
Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

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



**Area:** 715 sq. m

**Perimeter:** 116 m

For this property:

— Site boundaries

— Road frontages

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

2 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **GEELONG**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

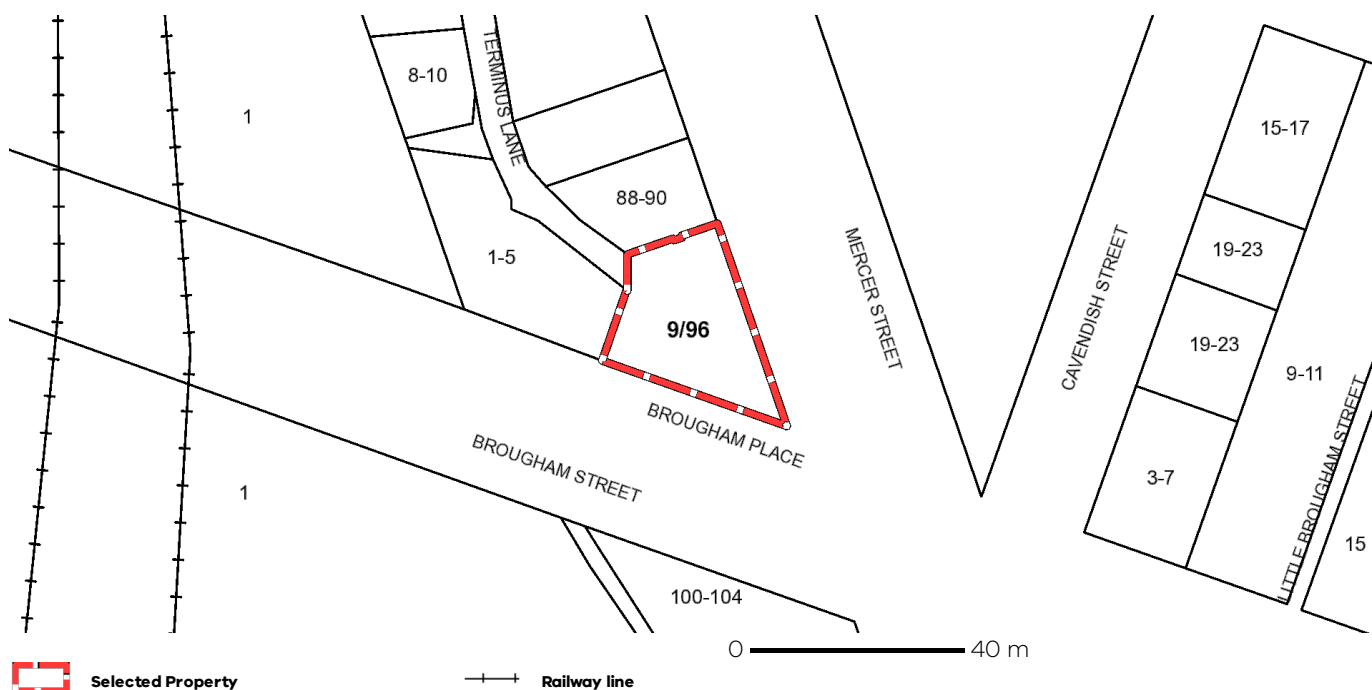
Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>



## Area Map



# REPRINT 2025-26 RATES, VALUATION AND CHARGES NOTICE



ABN 18 374 210 672

All items are GST free.

**M Y Ford**  
Level 2  
9/96 Mercer Street  
GEELONG VIC 3220

**RATE NO.** 826076

**PROPERTY** Unit 9/Level No. 2, 96 Mercer Street, GEELONG VIC 3220  
Lot 9 PS 538307

**AVPCC** 120 - Single - Unit/Villa Unit/Townhouse

Rates and FSPL based on Capital Improved Value

**VALUATIONS**

Capital Improved Value	\$460,000
Site Value	\$65,000
Net Annual Value	\$23,000

**RATES AND CHARGES**

Residential Rate	\$967.25
Waste Management Charge	\$509.55
Government Rebates	\$-266.00

**STATE GOVERNMENT**

**EMERGENCY SERVICES**

**AND VOLUNTEERS FUND**

Classification: Residential

Residential ESVF	\$215.55
Additional Rebates	\$-50.00
Payments	\$-423.20

**Total Due \$ 953.15**

**ONE PAYMENT  
IN FULL**

**\$ 953.15**

Due by  
15 February 2026

## Paying by instalments

To be an eligible instalment payer you must have paid your first instalment amount by 30 September 2025, otherwise your balance will be due on 15 February 2026.

**FIRST  
INSTALMENT**

**\$0.00**

Due by 30 September 2025

**SECOND  
INSTALMENT**

**\$265.05**

Due by 30 November 2025

**THIRD  
INSTALMENT**

**\$344.05**

Due by 28 February 2026

**FOURTH  
INSTALMENT**

**\$344.05**

Due by 31 May 2026

Rating Period:	1 July 2025 to 30 June 2026
Declared:	1 July 2025
Valuation Level:	1 January 2025
Operative:	1 July 2025
Original Notice Issue:	12 August 2025
Updated:	20 October 2025

## PAYMENT METHODS

### ONLINE OR BY PHONE

Online: [www.geelongaustralia.com.au/rates](http://www.geelongaustralia.com.au/rates)  
Phone: 1300 858 058 Ref: 826076

A payment processing fee of 0.25 per cent applies for payments by Visa and Mastercard.

Payment via internet or phone banking, from your cheque or savings account, Visa and Mastercard. No processing fee applicable.

### BPAY

Billers Code: 17475  
Ref: 100008260762

### DIRECT DEBIT

Call 5272 5272 for an application form, or go to [www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

### CENTREPAY

Go to [servicesaustralia.gov.au/centrepay](http://servicesaustralia.gov.au/centrepay) for more information.

### IN PERSON

Pay at any Australia Post outlet or visit us at Wurriki Nyal 137-149 Mercer St, Geelong or Corio Shopping Centre Cnr Bacchus Marsh & Purnell Rds, or Drysdale 10 Wyndham St

Any Waste Management Charge includes an Environmental Protection Agency (EPA) Levy estimated at \$103.03

Australia Post Payment



\*877 8260762

Can be Adjusted for Amount Tendered

**Tax Invoice/Statement**



M Y Ford  
LEVEL 2  
UNIT 9/96 MERCER ST  
GEELONG, VIC 3220

Account number  
**69000001 00254703**

Thank you, your direct debit  
will occur on or after  
**30 June 2025**

Total amount  
**\$ 240.66**

You have arranged to pay with Direct Debit. This amount will be deducted from your nominated bank account on or after the due date. If you would like to change your payment arrangement, please contact us.

**Your account summary**

Service Address: LEVEL 2 UNIT 9/96 MERCER ST GEELONG 3220

Previous balance	\$236.53	DR
Payments/adjustments	\$236.53	CR
Your balance	\$0.00	
New charges	\$240.66	DR
<b>Total</b>	<b>\$240.66</b>	<b>DR</b>

**Your average daily use in litres per day**

May 25	218
Feb 25	174
Nov 24	183
Aug 24	122
May 24	118 estimated

**We're here to help you  
with your water bill**

If you're concerned about being able to pay your water bill, we offer extra support and flexibility to suit your situation. We have numerous customer support options available and can tailor an option to suit your individual needs.

For more information, please call us on 1300 656 007 between 8 am and 6 pm, Monday to Friday.

We'll put you in touch with a specialist who'll deal with your enquiry promptly and sensitively.

If you have a Centrelink Pension or Health Care Card, or Department of Veterans Affairs Gold Card, you may be eligible for a discount. Contact us for details.

**Geelong's water storages are at a six-year low.**

There are simple things you can do to save water.

**Keep your showers short**

**– Aim for 4 minutes**

30% of water use happens in the shower.

**Mulch your garden**

Reduce water evaporation by up to 70%! 50% of household water use happens outdoors.

**Check for leaks**

10% of our region's water is lost in leaks. Take a photo of your water meter reading before you go to bed, then check your water meter again in the morning. If your meter has gone up while no-one was using water, you've got a leak!

Permanent water saving rules are in place.  
Visit the Barwon Water website for details.



## Installation Type: Residential Unit

### Bill Details as at 30 MAY 2025

		Value	GST	Price
WATER SERVICE CHARGE	1 APR 2025 to 30 JUN 2025	36.74	0.00	36.74
SEWERAGE SERVICE CHARGE	1 APR 2025 to 30 JUN 2025	158.94	0.00	158.94
WATER VOLUME	18.55 kL at \$2.4246	44.98	0.00	44.98
<b>Total</b>		<b>\$ 240.66</b>	<b>\$ 0.00</b>	<b>\$ 240.66</b>
Balance brought forward				0.00
<b>Please pay</b>				<b>\$ 240.66</b>

## Reading Details

Meter No.	Current Read Date	Current Reading (kL)	Previous Read Date	Previous Reading (kL)	Consumption (kL)
2174360	20MAY25	00067	24FEB25	00056	11
0634947	20MAY25	26091	24FEB25	25695	396

PLEASE NOTE: Your property is provided water via a service that consists of a bulk meter and individual sub-meters. Any variance between the bulk and sub-meters is billed to you at a share of 5.00%.



#### Need help paying your bill?

Contact us to set up a payment plan and talk about grants, rebates and concessions.



#### Residential Tenants and Landlords

Tenants with separate meters pay water volume charges only.



#### Moving house?

Please let us know at least 2 days before you move in or out so we can arrange a meter reading and update your details.



#### Communication assistance

Hearing or speech impaired? Contact us via the National Relay Service on 13 36 77. We provide a free interpreter service. Contact the Translation and Interpreter Service on 13 14 50.



Servizio Interpreti  
Dolmetschdienst

Služba za usluge tumačenja  
Служба за преведување

Услуге тумача  
传译服务

## Contact Us

1300 656 007

Email [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au)

#### General enquiries, billing and payment options

Mon - Fri, 9.00am - 5.00pm

#### Emergencies and faults

24 hours, 7 days

## Payment Options



#### Direct Debit

To arrange a direct debit, please call or visit our website.



**Billers Code: 585224**

**Ref: 6900 0001 0025 4703 5**

Contact your financial institution to pay from your cheque, savings or credit account.



#### Centrelink

Centrelink recipients can arrange automatic payments through Centrepay. Contact us for details.



#### By Cheque

Post the payment slip with your cheque payable to Barwon Water to: PO Box 14206, Melbourne City MC VIC 8001. Please do not use staples or pins.



**Billpay Code: 0803**

**Ref: 6900 0001 0025 4703 5**

- In person at any post office
- Online at [www.postbillpay.com.au](http://www.postbillpay.com.au)
- Call 13 18 16 for credit card payments

Account number

**69000001 00254703**

Thank you, your direct debit will occur on or after

**30 June 2025**

Total amount

**\$ 240.66**

**POST billpay®**



\*803 69000001002547035 \$240.66 3

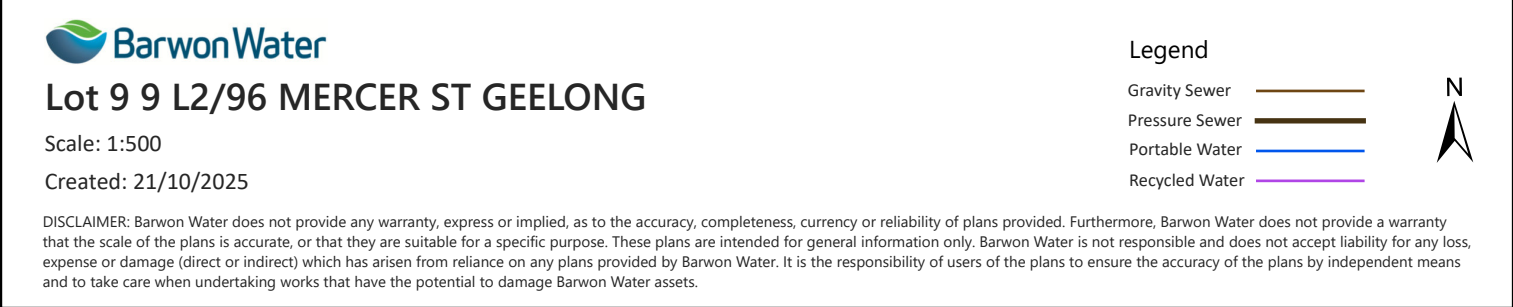
+00000069000001> +002579+ <0002547035>

<0000024066> +444+

Statement No 711976652

Statement No 711976652





GEELONG WATERWORKS AND SEWERAGE TRUST

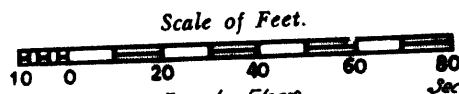
Sewerage Area No. 10  
Drainage Plan No. 715  
Detail Plan No. 30

PLAN OF DRAINAGE  
FOR  
Mr. D. & Mrs. E. McIntosh

MUNICIPALITY: GEELONG  
REFERENCE

- B.T. Boundary Trap
- C.I.P. Cast Iron Pipe
- D.T. Disconnecter Trap
- E.V. Educt Vent
- G.D.T. Gully Disconnecter Trap
- G.I.T. Grease Interceptor Trap
- G.S.T. Gully Silt Trap
- G.T. Gully Trap
- G.V. Ground Vent
- G.W.I.P. Galv. Wrought Iron Pipe
- I.C. Inspection Chamber
- I.V. Induct Vent
- I.O. Inspection Opening
- R.V. Relief Vent
- S.I.V.P. Soil Induct Vent Pipe
- S.P.D. Stoneware Pipe Drain
- S.T. Silt Trap
- SL.V. Sluice Valve
- S.V. Stop Valve
- S.V.P. Soil Vent Pipe
- T.I.T. Triple Interceptor Trap
- (See By-Law No. 97, G. W. & S. T. General Conditions of Contract and Uniform Building Regulations Victoria.)

FIXTURES



Ground Floor	First Mezzanine	First Floor	Second Mezzanine	Second Floor
1.2.3.4. Closets	10. Closet	12.13. Baths	16. Closet.	18.19. Baths
5. Urinal	11. Basin	14.15. Basins	17. Basin.	20.21. Basins
6.7.8. Sinks				
9. Troughs				

Amendment Fee \$10.50

All fixture numbers on previous designers copy superseded

2.3.4. Closets. } ~~abolished~~

5. Urinal. }

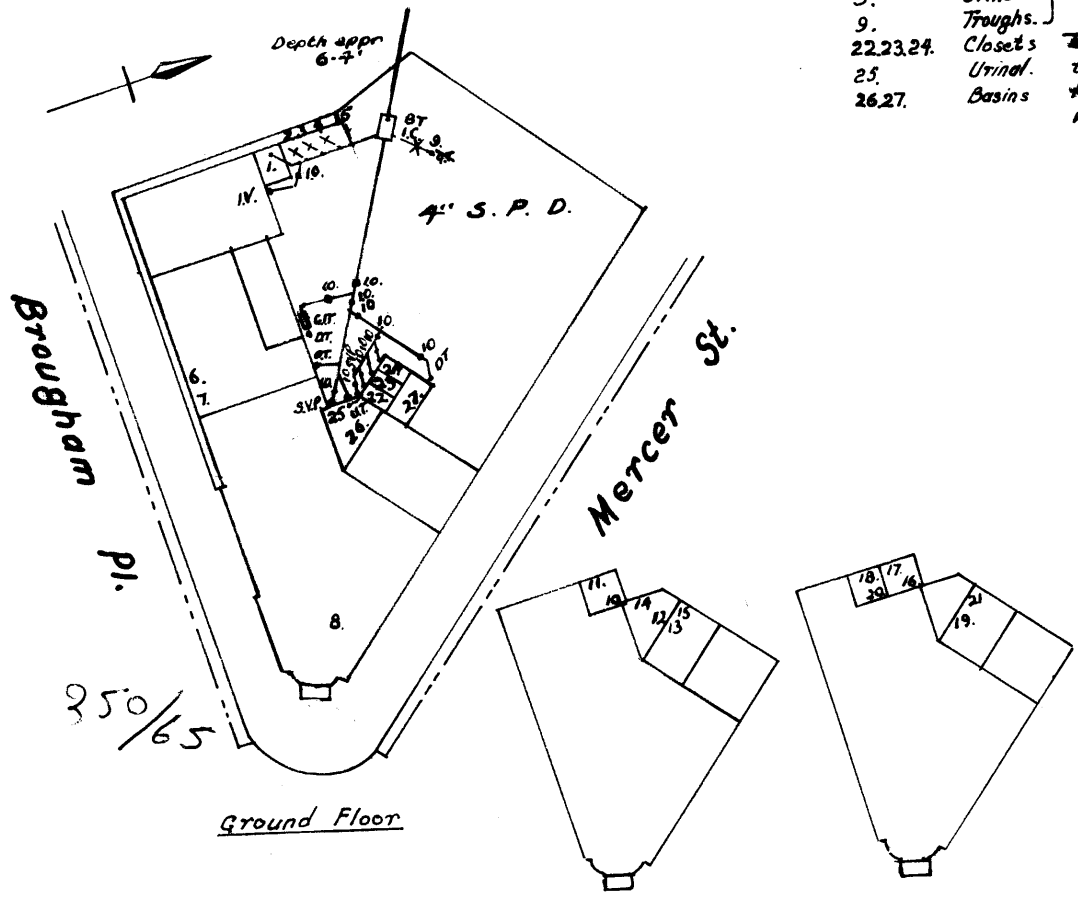
9. Troughs. }

22.23.24. Closets } ~~Internal. To be completed~~

25. Urinal. } ~~to comply with regulations~~

26.27. Basins } ~~trapped and connected~~

with approved brass caps and linings



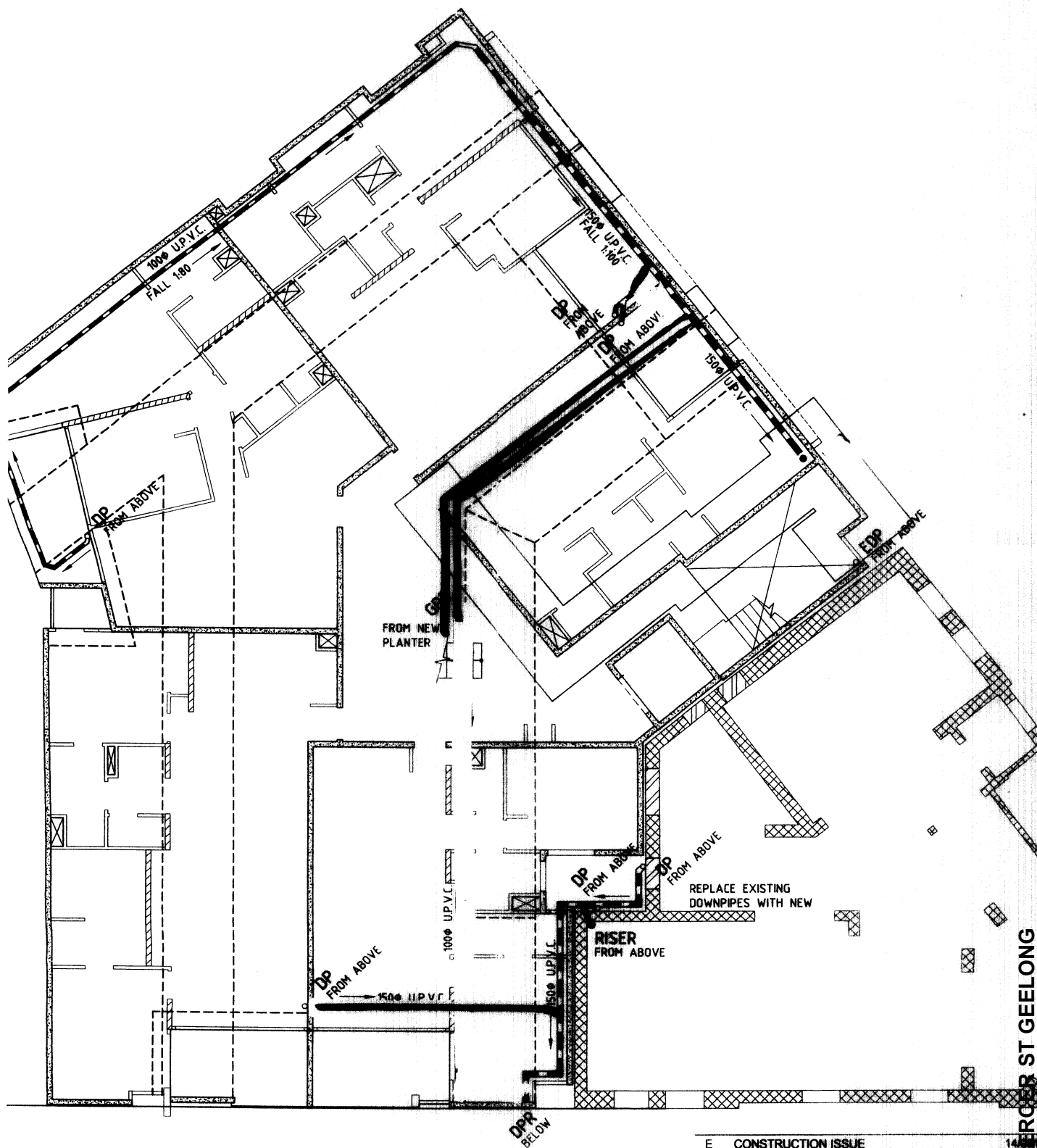
Examined R. Hurakworth First Floor  
Date 16-3-66

Second Floor  
A. H. Lash  
Engineer in Chief  
Amendment

Received	Revised	Plotted	Traced	Sewer Details	Designed	Checked
7-9-16	24. 7-3-66		24. 7-3-66	24. 7-3-66	24. 9-3-66	41.

BARWON WATER DOES NOT WARRANT THE ACCURACY OF THIS INFORMATION AND WILL ACCEPT NO LIABILITY ARISING FROM ITS USE

9 L2196 MERCER ST GEELONG



# **FIRST FLOOR PLAN.**

SCALE 1:100

ReP 20m  
to mt  
replaced fittings  
1500  
900  
300 15"

G6715  
PIC 428540

E	CONSTRUCTION ISSUE	14/01/01
D	APPROVAL	26/01/01
C	PERMIT ISSUE	18/02/01
B	CONSTRUCTION ISSUE	04/03/01
A	TENDER ISSUE	09/01/01

**ADAMS**  
CONSULTING ENGINEERS PTY LTD

BARWON WATER DOES NOT WARRANT THE  
ACCURACY OF THIS INFORMATION AND WILL  
ACCEPT NO LIABILITY ARISING FROM ITS USE

1000 ST GEELONG

## Owners Corporation Certificate

### Section 151 Owners Corporations Act 2006 and Reg 16 Owners Corporations Regulations 2018

<b>OC Number</b>	PS538307X
<b>Property</b>	9/94-96 Mercer Street Geelong
<b>Vendor</b>	Maree Yvonne Ford
<b>Vendors Representative</b>	Barwon Conveyancing
<b>Reference</b>	3956360010
<b>This certificate is issued for Lot 9 Plan No. PS538307X</b>	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

**IMPORTANT:** The information in this certificate is issued on **06/11/2025**. You should obtain an update over the phone immediately prior to settlement.

The present fees for the above Lot are \$4,512.84 per annum for the year.  
Commencing 01/01/2025 paid Quarterly.

a)

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

Due Date	23/03/2025	02/04/2025	02/07/2025	02/10/2025
<b>Admin Fee</b>	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
<b>Maintenance Fee</b>	\$128.21	\$128.21	\$128.21	\$128.21

b) The fees are paid up until 31/12/2025. If settlement should occur on or after any due date the next fee instalment will also be due and payable

c) This statement pertains specifically to outstanding arrears:  
Unpaid fees and levies presently total **\$0.00** plus penalty interest of **\$0.00**.

d) If applicable, the following special fees or levies have been raised and are payable on the dates indicated below-

Due Date	Amount	Details

e) Are there any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees? (if applicable, see attached)

**NA**

f) The Owners Corporation maintains the following insurance coverage. For details, please refer to the Certificate of Currency and/or the Insurance Policy.

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



- h) The total funds held by the owners corporation as at **06/11/2025**

Administrative Fund	Maintenance Fund	Total
\$-3,408.77	\$62,105.74	\$58,696.97

- i) If the Owners Corporation has additional liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above, see below if applicable.  
**NA**
- j) The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows-  
**NA**
- k) Has the Owners Corporation made agreements to provide services to members and occupiers for a fee? (if applicable, see attached).
- l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? (if applicable, see attached)  
**The Owners Corporation has not received any Orders or Notices in the past 12 months that have been resolved.**
- m) Is the Owners Corporation party to any proceedings or aware of any notices or orders which may give rise to proceedings? (if applicable, see attached)  
**The Owners Corporation is not presently involved in any legal proceedings, nor is it aware of any circumstances that may give rise to such proceedings.**
- n) The Owners Corporation has resolved to appoint North Geelong Real Estate t/as Harcourts North Geelong, as manager.
- o) If a proposal has been made for the appointment of an administrator, see below if applicable.

Other information: **For information regarding the property, please refer to the minutes of the most recent Annual General Meeting (AGM).**

**A copy of the Owners Corporation rules is enclosed for your reference.**

- p) **Additional information on prescribed matters can be obtained through inspection of the Owners Corporation Register. Requests to inspect the register must be submitted in writing.**
- Pursuant to Section 134 of the Owners Corporation Act 2006, it is the responsibility of both the Vendor and the Purchaser to ensure that the Owners Corporation is notified of the new owner's name and address.**

**Harcourts North Geelong declares that the information provided in this certificate is true and correct to the best of our knowledge as of the date of this Owners Corporation Certificate.**

*Further information on prescribed matters can be obtained by inspection of the owners corporation register.  
An applicable fee to provide this service will apply.*

**IMPORTANT**

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.  
It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
4. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

*The owners corporation register can be inspected for additional information.  
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

Date of Issue:

06/11/2025

You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Prepared By:

**Laura Chapman**

Ph: 03 5278 7011  
ownerscorpgeelong@harcourts.com.au

Please use the details provided below to finalise any outstanding payments due at settlement:

BPay Biller Code: 96503

(DEFT's Biller Code): 23593253039563600105

## Minutes of the Annual General Meeting

Owners Corporation for 94-96 Mercer Street Plan No. PS538307X

<b>Meeting Date</b>	25 February 2025		
<b>Meeting Location</b>	Online via StrataVote Anywhere, North Geelong, VIC, 3215		
<b>Time</b>	05:00 PM	Opened: 05:00 PM	Closed: 05:34 PM
<b>Lots Represented</b>	Lot 2 Lot 4 Lot 13 Lot 15 Lot 19	Patricia Duane Jennifer McPhee Lisa Jane O'Brien Jackson McLachlan Claire Matthews	Owner present Owner present Owner present Electronic vote Owner present
<b>Chairperson</b>	Jay Clarke		
<b>Additional Attendees</b>	NA		
<b>Apologies</b>	NA		

### Quorum:

According to Section 77 of the Owners Corporations Act 2006, a quorum for a Meeting is at least 50 percent of the total votes or if 50 percent of the total votes is not available the quorum is at least 50 percent of the total lot entitlement.

A quorum was not declared for this meeting as Five (5) Lots out of the Twenty (20) Lots were represented.

All ordinary resolutions passed will remain interim decisions for 28 days, provided no objections are received in writing during this period they will become resolutions of the Owners Corporation on the 29<sup>th</sup> day.

### Voting Method

One vote per lot.

It was resolved that Jay Clarke of Harcourts North Geelong be appointed to chair the meeting.

Motion 1	
<b>Appointment of Manager</b> Submitted by Strata Manager	<b>Ordinary Resolution</b>
<p>The Owners Corporation resolved to appoint North Geelong Real Estate Pty Ltd, ABN 66 052 364 931 (Trading as Harcourts North Geelong) for a term of 1 year as Management of the Owners Corporation. According to Section 11 of the Owners Corporation Act, the appointed Harcourts North Geelong are delegated with the powers and function of the Owners Corporation.</p> <p>It is noted that in the instance of a resolution not being reached the appointment of management will continue with Harcourts North Geelong until such a time as a resolution is made.</p>	
<b>Motion CARRIED.</b> <b>VOTES</b>	Yes : 4      No: 0      Abs: 0      Inv: 0

Motion 2	
<b>Adoption of Minutes</b> Submitted by Strata Manager	<b>Ordinary Resolution</b>
<p><b><i>Pursuant to Section 71(2)(i) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the tabling and consideration of the minutes of the previous Annual General Meetings.</i></b></p> <p>The Owners Corporation resolved that the minutes of the last general meeting of the Owners Corporation held on 14<sup>th</sup> May 2024 were a true and accurate record of the proceedings of that meeting.</p>	
<b>Motion CARRIED.</b> <b>VOTES</b>	Yes : 4      No: 0      Abs: 0      Inv: 0

## Motion 3

### Appointment of Chairperson, Committee, and/or Secretary

### Ordinary Resolution

Submitted by Strata Committee

***Pursuant to Section 71(2)(a) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the election of a Committee if the Owners Corporation is to have a Committee.***

***Pursuant to Section 100 of the Owners Corporations Act 2006, an Owners Corporation affecting 10 or more lots must elect a committee at each Annual General Meeting. Owners Corporation must have at least three (3) Members to seven (7) Members, although it can be resolved by ordinary resolution to have between seven (7) and twelve (12) members.***

The Manager advised that as there are more than 10 lots in the Owners Corporation, there is a requirement under the Owners Corporation Act to have a committee.

The Manager also advised that Under Section 98 of the Act, the Owners Corporation must elect a Chairperson.

It was resolved to elect Three (3) members to the Committee:

Lot 04: Jennifer McPhee

Lot 13: Lisa O'Brien

Lot 19: Claire Matthews

It was resolved to elect Claire Matthews as Chairperson of the Owners Corporation and elected committee.

It was resolved to elect Lisa O'Brien as Secretary of the Owners Corporation and elected Committee.

It is resolved as per the Owners Corporation Act 2006; the committee is delegated all of the powers and functions that may be delegated except for the powers and functions that require a Unanimous or Special resolution at a General Meeting.

It is noted that all lot owners were provided with a nomination form before the meeting.

It is further noted, if and when the Manager sends out email communication to the committee members, ALL committee members will be included within that email. Please inform the Manager via writing if you have an issue with your email being included in any group email communication.

**Motion CARRIED.**

**VOTES**

Yes : 4

No: 0

Abs: 0

Inv: 0

## Motion 5

### Adoption of Financial Report

### Ordinary Resolution

Submitted by Strata Manager

***Pursuant to Section 71(2) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of the financial statements of the Owners Corporation.***

***Pursuant to Section 34(1) of the Owners Corporations Act 2006, an Owners Corporation must prepare annual financial statements for presentation at the Annual General Meeting of the Owners Corporation.***

The Owners Corporation resolved to adopt the Annual Financial Statement as a true and correct record.

The Administrative Balance as at 31<sup>st</sup> December 2024 is \$6,860.28

The Maintenance Balance as at 31<sup>st</sup> December 2024 is \$100,072.10

**Motion CARRIED.**

**VOTES**

Yes : 4

No: 0

Abs: 0

Inv: 0

Motion 6				
Adoption of Budget			Ordinary Resolution	
Submitted by Strata Manager				
<i>Pursuant to Section 71(2)(f) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the consideration of the proposed annual budget of the Owners Corporation.</i>				
The Owners Corporation resolved to adopt the Budget for 1 <sup>st</sup> January 2025 to 31 <sup>st</sup> December 2025				
The following changes were made to the budget during the meeting:				
Increase the Utility Electricity Budget from \$6,000.00 to \$8,000.00				
The Proposed Annual Budget was amended from \$76,000.00 to \$78,000.00				
A budget for the Administrative fund was adopted totalling \$78,000.00				
A budget for the Maintenance fund was adopted totalling \$10,000.00				
Please note that Levies are set in accordance with Section 23 (1) of the Owners Corporation Act; payable quarterly in advance and shall continue on that basis unless altered by resolution of the Owners Corporation.				
Please note that should there be a shortfall in funds, the Manager will send out a communication informing all members that a Special Levy will be raised to ensure prompt payment of insurance policy, contractors and/or utility companies.				
Does the Owners Corporation resolve to adopt the budget?				
Motion CARRIED.				
VOTES		Yes : 4	No: 0	Abs: 0      Inv: 0

## Motion 7

### Penalty Interest

### Ordinary Resolution

Submitted by Strata Manager

***Pursuant to Section 29(1) of the Owners Corporations Act 2006, if authorized by a resolution at a general meeting, an Owners Corporation may charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment.***

***Pursuant to Section 29(2) of the Owners Corporations Act 2006, the rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.***

It is noted that as per the Penalty Interest Act 1983, maximum penalty interest is to be charged on all overdue fees. The current rate is 10% as set by the Attorney General this rate is reviewed regularly and therefore subject to change without notice.

No substantial amount was waived.

**Motion CARRIED.**

**VOTES**

Yes : 4

No: 0

Abs: 0

Inv: 0



## Motion 8

### Debt Collection

### Ordinary Resolution

Submitted by Strata Manager

The Owners Corporation resolved to be authorised to commence debt collection against any lot owner who is in arrears with Levy Contributions.

*Pursuant to **Section 30(2) of the Owners Corporation Act 2006**, as well as **Sections 31, 32, and Division 1 of Part 11**, the Owners Corporation is entitled to recover all monies owed by lot owners or occupiers who are in default or breach of their obligations.*

#### Recovery of Costs

*All costs incurred by the Owners Corporation in recovering unpaid fees, levies, and charges are fully recoverable from the indebted lot owner. These costs include but are not limited to:*

- *Administrative fees charged by the Owners Corporation manager.*
- *Legal fees associated with the recovery of outstanding fees, levies, or charges.*
- *Penalty interest accrued up to the date of final payment.*

*Additionally, the Owners Corporation may recover any costs, charges, or expenses arising from a breach of obligations under:*

- *The Owners Corporation Act 2006.*
- *The Owners Corporation Regulations 2018.*
- *The Rules of the Owners Corporation.*

*This recovery process ensures that all members of the Owners Corporation meet their legal and financial responsibilities, thereby protecting the collective interests of the community.*

*The Manager, Chairperson, and/or the Committee of Management shall have the authority, in accordance with this resolution, to appoint legal counsel to represent its interests in any debt recovery proceedings.*

**Motion CARRIED.**

**VOTES**

Yes : 4

No: 0

Abs: 0

Inv: 0

Motion 9				
Insurance		Ordinary Resolution		
Submitted by Strata Manager				
<b><i>Pursuant to Section 71(2)(c) of the Owners Corporations Act 2006, the matters to be dealt with at the Annual General Meeting must include the provision of details of the insurance held by the Owners Corporation.</i></b>				
The current policy is provided by CHU with a premium of \$22,883.81. The building sum insured is \$10,700,000.00. The renewal date for this policy is 01/11/2025.				
The Owners Corporation resolves that the Building Sum Insured is to be retained with the additional indexation of the sum insured for the renewal year.				
The Owners Corporation Manager will continue with the insurance unless a better option is presented at the time of renewal.				
Does the Owners Corporation resolve that the Building Sum Insured is to be retained with the additional indexation of the sum insured for the renewal year?				
<b>Motion CARRIED.</b>				
<b>VOTES</b>		Yes : 4	No: 0	Abs: 0      Inv: 0

Motion 10				
Special Levy - Emergency			Ordinary Resolution	
Submitted by Strata Manager				
The Owners Corporation resolved that in the event of an emergency, the Manager can approve any works required to 'make safe' the property and raise a Special Levy if required.				
Motion CARRIED.				
VOTES		Yes : 4	No: 0	Abs: 0      Inv: 0

## General Business:

For the general information of all Owners:

1: Proposed Public Officer: Helena Fantela

Proposed Additional Authorised ATO Contact: Jay Clarke or a staff member of Harcourts North Geelong.

The Members of the Owners Corporation resolved by ordinary resolution to appoint the proposed officers of the Manager to be Public Officer and Additional Authorised ATO Contact with the Australian Taxation Office.

2: It is noted that any maintenance issues raised will be addressed by the Owners Corporation Manager, and where applicable, approval requests will be sent to lot owners. Owners are required to respond within the specified timeframe; if no response is received, the request will be closed and will not be revisited until the next AGM.

3: It is noted that under the Owners Corporations Act 2006 (Vic) ('OC Act') (ss 46, 47), an owners corporation is required to repair and maintain the common property and common services. Additionally, the Act (s 129) mandates that each owner is responsible for properly maintaining the externally visible areas of their private lot and any service that exclusively serves their lot.

4: The Manager advises that Owners are required to provide their renters with a copy of the Model Rules. Owners must notify the Manager of any breaches of the Model Rules, and where necessary, further action may be taken on behalf of the Owners Corporation.

# **Model rules for an owners corporation**

## **1. Health, safety and security**

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

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

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

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

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **1.3 Waste disposal**

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

### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### **1.5 Fire safety information**

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

## **2. Committees and sub-committees**

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

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

### **3. Management and administration**

#### **3.1 Metering of services and apportionment of costs of services**

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

### **4. Use of common property**

#### **4.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

#### **4.2 Vehicles and parking on common property**

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### 4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## 5. Lots

### 5.1 Change of use of lots

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

#### Example

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

### 5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

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

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

## **6. Behaviour of persons**

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

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

### **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7. Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
  - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
  - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
  - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

# Information Sheet for 96 Mercer Street Geelong

**\*Please keep this document in the property and provide it to tenants and guests**

96 Mercer Street is a three-level complex consisting of 19 apartments and a commercial shop front. The Terminus Hotel was built in 1853-54. It is of architectural, historical and social significance to Victoria. It was renovated into apartments in years from 2006-2008.

Below are rules and helpful information for owners and occupants of our building to foster a pleasant apartment community. If you have any questions, please reach out to the owners committee (details below). We are friendly and try to help wherever possible!

1. **SMOKING IS NOT PERMITTED** in the apartment complex including car park and all common areas.

## 2. **GARBAGE & RECYCLING**

- Bins are located in carpark across from lift next to car park 6.
- Large blue bin is for general garbage, emptied three times a week (Mon, Wed & Fri)
- Small recycled bins are emptied once a fortnight.
- All items must be broken down and put into the proper bins. Do not leave unflattened boxes or other oversized items in the bin area. It is not the cleaner's or other residents' responsibility to discard dumped cardboard around the bins, and items too big to fit in bins must be disposed of elsewhere.
- Electronics, mattresses and large appliances cannot be thrown into bins or left in the bin area. Geelong council offer a free pick up service which can be booked via 5272 5272.

## 3. **NOISE AND CONDUCT**

- Residents are asked to consider the volume of their noise and its impact on fellow residents. Noise in apartments, common areas and on balconies can often be heard in the rest of the building and is particularly disruptive when it happens at night. Occupant/s shall not make or allow any excessive noise in the apartment nor permit any actions which will interfere with the rights, comforts, or conveniences of other persons.
- Common complaints from residents about night-time noise include:
  - Gathering and talking loudly in the hallways or balconies
  - Calling down to friends in the car park below from windows or balconies
  - Gatherings or parties that can be heard from other apartments

**Unreasonable noise can be reported to the police at 131 444.**

According to the Victorian Government's Environment Protection (Residential Noise) Regulations 2018\*, noise is unreasonable when it occurs during prohibited hours (commonly between 8pm-7am on weekdays, and 10pm-9am on weekends) and someone in any other residence can hear it.

- In addition to this:
  - Construction noise or noise from equipment or tools is only permitted between 7am-8pm, Monday-Friday. Residents should also update the



owners committee if they are conducting works that could disrupt the building (see contact details below.)

- Occupant/s shall refrain from playing music, musical instruments and other entertainment items at a volume which will disturb other personnel between the hours of 10pm-7am on weekdays, and 11pm-9am on weekends.

#### 4. CAR PARK ALLOTMENT

- Designated car space is to be used to **park resident's car only, not for storage.**
- Only bikes are to be stored in car space. Many of the car allotments have bike racks; if yours does not and you would like one, please speak to the committee chair.
- Resident's/occupant's vehicle(s) must fit within the designated parking space, marked by a painted line. Oversized vehicles or those that block, hinder, or prohibit the use of the parking area by other residents are not allowed.

#### 5. BALCONY

- When using your balcony please consider those on lower floors. Unsecured, small items can be blown off open balconies and fall below.
- Throwing any items including cigarette butts from balconies or windows is considered littering and is a reportable offense.
- Advertising, flags and other prominent or unsightly items and fixtures should not be displayed from balconies or windows.

#### 6. TRADES PEOPLE AND REMOVALISTS

- A list of trades people familiar with the building are listed in the contact details below for your assistance. Please inform the committee should you need to carry out works that could disrupt the rest of the building.
- If damage has been caused to the common areas, please inform the committee or body corporate manager (see contact details below).
- All trades persons and delivery movers **must** use the garage and side door entrance to the building.
- Move ins/outs and trades undertaking work onsite are not permitted to use the front entrance due to risk of damaging the common area property in the entrance.
- The resident/occupant will be responsible for paying for any damage to the common areas of the building by a visitor or trades person whilst under their supervision.

#### 7. INTERNET

- NBN is connected in the building. The main NBN cable box is located at the back of the carpark; near car space 11.

#### 8. REMOTE CONTROLS for CAR PARK

- Remotes must not be left inside vehicles when parked inside the complex car park.

#### 9. KEYS and FOBS

- Keys or fobs must never be left in letterboxes under any circumstances.

## **USEFUL CONTACTS**

**Harcourts:** Damage to common areas, complaints, major disruptions or repairs.

**Owners Corporation Manger:** Laura Chapman - [laura.chapman@harcourts.com.au](mailto:laura.chapman@harcourts.com.au)

**96 Mercer St Owners Committee:** Queries about building, rules and community

Terry Demeo (Current Chair) [terrymdemeo@gmail.com](mailto:terrymdemeo@gmail.com)

Lisa O'Brien (Secretary) [obrien.lisa@outlook.com](mailto:obrien.lisa@outlook.com)

**Geelong Council:** Free hard waste / large rubbish pick-up

5272 5272

[www.geelongaustralia.com.au/hardwaste](http://www.geelongaustralia.com.au/hardwaste)

**Handyman:** Simple repairs, bicycle rack installation

Rohan Barnes - 0414 143 561 [handyman.barnesy@gmail.com](mailto:handyman.barnesy@gmail.com)

### **Electrician**

**Colbert Electrical:** Jarryd 0438161200

**Best Sparky Electrical Services:** Marco - 0412 365 557

### **Plumbers**

**Bay Plumbing**

**& Drainage** - Lachlan 1300625633 [info@bayplumbingdrainage.com.au](mailto:info@bayplumbingdrainage.com.au)

**Hayden (HJS)** - 5245 7458 [admin@hjsplumbing.com.au](mailto:admin@hjsplumbing.com.au)

\* Residential noise, Environmental Protection Authority Victoria

<https://www.epa.vic.gov.au/for-community/environmental-information/noise/residential-noise>

**Owners Corporation  
Notification of making, amendment or  
revocation of rules  
Section 142 Owners Corporation  
Act 2006**

OC 27 (12/07)



**AF735143N**  
F T C a m  
26/03/2008 \$53.50 OCAR  
registers and indexes in the  
Victorian Land Registry

Lodged by: *Quarham United Manage... O/L Manage*  
Name: *Michael Dobby*  
Phone: *03 8360 8800*  
Address: *P.O. Box 1233, Altona Meadows, Vic 3028*  
Reference: *Mercer St*  
Customer Code: .....

Owners Corporation Number... *1* ... Plan number... *538307X*

Supplied with this notification is:

1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on *14 March 2008* under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

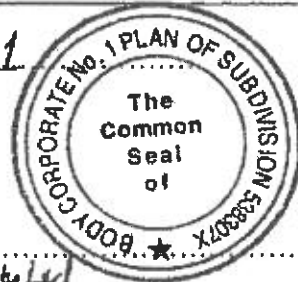
Dated: *17<sup>th</sup> March 2008*

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

*Michael Dobby*

The common seal of Owners Corporation Number ... *1*  
Plan number ... *538307X*  
was affixed in accordance with  
Section 21 of the Owners Corporation Act 2006  
in the presence of:

*As Power of Attorney  
for Ashley Hardwick*



Lot Owner

Full name *John O'Brien*

Address *74 Glenelg St*

*Coolang VIC 3220*

Lot Owner

Full name .....

Address .....

*Sole owner of all lots at time of meeting.*

For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street Melbourne 3000, Phone 8636 - 2010

**OWNERS CORPORATION RULES**  
**OWNERS CORPORATION No.1 on PLAN NO. 538307X**

**1 DEFINITIONS**

In these rules unless the context otherwise requires the following definitions apply:

**Owners Corporation** means the Owners Corporation created by Plan of Subdivision 538307X;

**Lot** means any lots on the plan of Subdivision affected by the Owners Corporation;

**Manager** means the appointed Owners Corporation Manager;

**Owner or occupier** means any lot owner of a lot within the Owners Corporation or occupant of a lot and includes any tenant or licensee;

**2 USE OF COMMON PROPERTY AND LOTS**

A owner of a lot or occupant of a lot must not:-

- 2.1 use the common property or permit the common property to be used in such a manner as to unreasonable interfere with or prevent its use by other owner or occupiers of lots or their families or visitors; or
- 2.2 park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Owners Corporation; or
- 2.3 without written approval from the Owners Corporation, park or allow to be parked on a lot or common property or any other land in the vicinity of a lot any commercial vehicles (including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery);
- 2.4 an approval under section (2.3) must state the period for which it is given;
  - 2.4.1 however, the Owners Corporation may cancel the approval by giving 7 days written notice to the occupier.
- 2.5 obstruct the lawful use of common property by any person; or
- 2.6 use or permit a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other owner or occupier of any lot or to families or visitors of any such owner or occupier ; or
- 2.7 create any nuisance (whether by noise, odour, vibration, or otherwise) or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property; or
- 2.8 make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00am; or



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26/03/2008 \$53.50

OCAR



- 2.9 without the Owners Corporation's written approval mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property; or
- 2.10 allow invitees to behave in a way likely to interfere with the peaceful enjoyment of another lot or someone else's peaceful enjoyment of another lot or someone else's peaceful enjoyment of the common property.

### **3 CLEANING OF A LOT**

- 3.1 a owner or occupier of a lot must keep that lot clean and in good repair.
- 3.2 A owner or occupier of a lot must ensure its car parking space and nearby property are free of oil, petrol and like substances. The Owners Corporation reserves the right to clean any common property near his or her car space which is stained by oil petrol or like substance and charge that owner or occupier for the cost. The Owners Corporation will give fourteen days notice of its intention to do such cleaning.

### **4 MOVING OF CERTAIN ARTICLES**

- 4.1 a owner or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Owners Corporation in sufficient time to enable a representative of the Owners Corporation to be present and to be able to install the appropriate lift, lobby and carpet protection.
- 4.2 A owner or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with directions of the Owners Corporation.
- 4.3 Prior to moving an article of furniture or any other article likely to cause damage or destruction, a representative of the Owners Corporation and the owner or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The lot owner or occupant of the lot will be liable for any damage caused to the common property arising from the movement of the article.

### **5 GARBAGE**

- 5.1 A Owner or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 5.2 A Owner or occupier of a lot must only dispose of garbage in the bin provided for by the Owners Corporation.
- 5.3 A Owner or occupier of a lot must not leave uncovered garbage on the lot, or on a part of the common property;
- 5.4 A Owner or occupier of a lot must not in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

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5.5 A Owner or occupier of a lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:

5.5.1 Recyclable items only, must be disposed of in the recycle bins provided by the Owners Corporation; and

5.5.2 All other garbage must be placed in the waste container provided by the Owners Corporation.

## **6 APPEARANCE OF LOT**

6.1 A lot owner or occupier of a lot must not:

6.1.1 hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or

6.1.2 without prior consent from the Owners Corporation maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the building; or

6.1.3 without the prior written consent of the Owners Corporation attach to or hang from the exterior of the lot any aerial or any security device or wires;

6.1.4 display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land unless that lot is owned by Terminus on Mercer Pty Ltd.

6.2 A owner or occupier of a lot must not install any equipment or apparatus of any kind( including any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:

6.2.1 Extends outside the boundaries of a lot; or

6.2.2 Is located on any balcony or

6.2.3 Protrudes from any building or any building forming part of a lot, without first obtaining the written consent of the Owners Corporation.

6.3 Without limiting rule 6.2 a owner or occupier must not affix a satellite dish to any part of the common property or lot.

## **7 PAINTING, FINISHING, ETC**

7.1 a owner or occupier of a lot must not paint, finish or otherwise alter the external façade of any building or improvement forming part of the common property.

## **8 INTERNAL WINDOW FURNISHINGS**

8.1 A Owner or occupier of a lot must not install or permit the installation of any window furnishings to the interior of any windows other than in accordance with the specifications set out below without the approval of the Owners Corporation:

**SPECIFICATIONS: Internal windows must be:**

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Sunscreen Roller Blinds; or

Roman Blinds.

All blinds must have a white or off-white backing fabric where externally visible.

**9 NOTIFICATION OF DEFECTS**

A owner or occupier of a lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

**10 COMPENSATION TO OWNERS CORPORATION**

The owner or occupier of a lot shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by the owner or occupier or their respective tenants, licensees or invitees.

**11 COMPLIANCE**

11.1 A Owner or occupier of a lot must not lease out the lot without ensuring:

11.1.1 a copy of the rules for Owners Corporation No.1 of Plan 538307X is provided to the tenant; and

11.1.2 there is a term in any residential tenancy agreement for the lot that requires the tenant to obey the rules of Owners Corporation No.1 of Plan 538307X.

11.2 the Owners Corporation will charge interest on any arrears at the maximum rate for the time being fixed under the Penalty Interest Rates Act 1983.

11.3 The member shall pay upon demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequences of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including, but not limited to, recovery of Owners Corporation contribution fees.

OWNERS CORPORATION  
INFORMATION  
UNLIMITED OWNERS CORPORATION

Privacy Collection Statement

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

Lodged by:.....

Name: PETER MANN PTY

Phone: 5224-2916

Address: 40 Myers Street Geelong

Ref: 051 3852B

Customer Code: 166M



OC000060G



Owners Corporation Number...~~PS538307X~~ / Plan Number...PS538307X

ADDITIONAL INFORMATION ACCOMPANYING A PLAN

1. POSTAL ADDRESS FOR SERVICES OF NOTICES

[Regulation 16(a) Regulations 2000]

96 Mercer Street, Geelong

2. THE PURPOSES OF THE OWNERS CORPORATION ARE:

[Section 27B(2) Subdivision Act 1988]

The purpose of Owners Corporation PS538307X is to manage the land affected by the owners' corporation.

3. THE BASIS FOR THE ALLOCATION OF LOT ENTITLEMENT AND LOT LIABILITY IS:

[Section 27F(2)(a) Subdivision Act 1988]

- (i) In determining the lot entitlement, regard has been had to the value of each lot and the proportion that value bears to the total value of the lots affected by the owners corporation.
- (ii) In determining the lot liability, regard has been had to the amount that is just and equitable for the owner of each lot to contribute towards the administrative and general expenses of the owners corporation.

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

*Belinda Jane Cook*

BELINDA JANE COOK

PETER MANN PTY

40 Myers Street, Geelong 3220

an Australian legal practitioner within the

meaning of the Legal Profession Act 2004

Date

19/1/08

For current information regarding an owners corporation, please obtain an Owners Corporation Search Report

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street Melbourne 3000, Phone (03) 8636 2020

Approval No. OC 1

Page 1 of 1



OC No. 538307  
c/- Harcourts North Geelong  
127 Separation Street  
North Geelong VIC 3215**Client Reference: OC538307**  
**Tax Invoice No: 1347872**  
**Invoice Date: 15/10/2025****Account Broker: Laura Everett**  
**Email: l.everett@whitbread.com.au**  
**Phone: 03 8646 0208****RENEWAL INVOICE**

**Insured:** OC No. 538307  
**Policy Type:** Residential Strata  
**Policy Number:** HU0009259  
**Risk Details:** 96 Mercer Street, Geelong

**Period of Insurance:** 01/11/2025 to 01/11/2026  
**Effective Date:** 01/11/2025  
**Insurer:** CHU Underwriting Agencies Pty Ltd

**IMPORTANT INFORMATION:**


- This invoice will become a tax invoice for GST purposes when paid.
- The broker reserves the right to retain brokerage and / or charge a fee in the event of early cancellation of the policy.
- The commission received by us is borne by the insurer and does not add to the cost of the policy.

<b>Premium:</b>	\$18,184.88
<b>FSL/ESL:</b>	\$0.00
<b>GST:</b>	\$1,943.49
<b>Stamp Duty:</b>	\$2,000.34
<b>Broker Fee:</b>	\$1,100.00
<b>Insurer Admin Fee:</b>	\$150.00
<b>Total:</b>	<b>\$23,378.71</b>

**TOTAL PREMIUM DUE:****\$23,378.71****Client Ref:** Strata - 35600 **Invoice No:** 1347872**DEFT Reference Number**  
**406181213478720**Pay by credit card or registered bank account at [www.deft.com.au](http://www.deft.com.au).  
Payments by credit card may attract a surcharge.

\*498 406181 213478720

Pay in-store at Australia Post by cheque or EFTPOS

**PAYMENT TERMS:****14 DAYS****Want to pay monthly?**[Click here to accept online](#)Total amount payable \$25,425.74  
(includes application fee and credit charges)  
or visit [edge.iqumulate.com/myaccount](http://edge.iqumulate.com/myaccount)  
Enter code: JZ2W7FZKGQ  
Smooth out cash flow  
Easy monthly payments  
No additional security**Billers Code: 20362**  
**Ref: 406181213478720**

**Client:**  
 OC No. 538307  
 c/- Harcourts North Geelong  
 127 Separation Street  
 North Geelong VIC 3215

**Contact Details:**  
**Account Broker:** Laura Everett  
**Email:** l.everett@whitbread.com.au  
**Phone:** 03 8646 0208

<b>Policy Type:</b>	Residential Strata	<b>Period of</b>	<b>From:</b>	01/11/2025
<b>Policy Number:</b>	HU0009259	<b>Insurance:</b>	<b>To:</b>	01/11/2026
<b>Client Reference:</b>	Strata - VIC - 35600			

This summary is not a policy document and is only an outline of the coverage summary. The terms, conditions and limitations of the insurer's policy shall prevail at all times.

**Insured:** OC No, 538307

**Situation Address:** 96 Mercer Street, Geelong

**No. of Units / Lots:**

#### Policy Details:

<b>Section 1:</b>	<b>Insured Property</b>	
	Building:	\$11,235,000
	Common Area Contents:	\$115,763
	Loss of Rent & Temporary Accommodation (Total Payable):	\$1,685,250
	Lot Owners Fixtures & Improvements (Per Lot):	\$250,000
	Optional Extensions:	
	Catastrophe Insurance Sum Insured:	\$1,685,250
	Extended Cover - Loss of Rent & Temporary Accommodation:	\$252,787
	Escalation in Cost of Temporary Accommodation:	\$84,262
	Cost of Removal, Storage and Evacuation:	\$84,262
	Machinery Breakdown:	\$100,000
	Lot Owners Contents Inclusion (Per Lot) (Refer to PDS for Cover Details):	Not Insured
<b>Section 2:</b>	<b>Liability to Others</b>	
	Sum Insured:	\$30,000,000
<b>Section 3:</b>	<b>Voluntary Workers</b>	
	Death:	\$300,000
	Total Disablement - Per Week:	\$3,000

Section 4:	Fidelity Guarantee	
	Sum Insured:	\$250,000
Section 5:	Office Bearers' Legal Liability	
	Sum Insured:	\$5,000,000
Section 6:	Government Audit Costs and Legal Expenses	
	Government Audit Costs:	\$25,000
	Appeal Expenses – Common Property Health & Safety Breaches:	\$100,000
	Legal Defence Expenses:	\$50,000
	Flood Cover	Insured

**Excesses:**

Section 1 - Insured Property	
Standard:	\$2,000
Other excesses payable are shown in the Policy Wording.	
Water Damage	\$10,000
Exploratory Costs – Burst Pipes	\$10,000
Machinery Breakdown	\$1,000

**Endorsements:**
**Water Damage Excess**

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

**Insurer Details:**

Policy Wording:	QM562-0725
Insurer:	CHU Underwriting Agencies Pty Ltd
Supporting Insurer:	QBE Insurance
Proportion:	100%
Commission:	\$3,636.98

**Important Notices:**
**Policy Conditions and Exclusions**

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

**Insurance Brokers Code of Practice & External Dispute Resolution Service**

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Whitbread Insurance Brokers subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA). AFCA administer an independent free and external dispute resolution service for our clients. Please visit [www.whitbread.com.au](http://www.whitbread.com.au) or contact our office for further details.

## Disclosure

### Your Duty of Disclosure - Duty to take reasonable care not to make a misrepresentation

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) (ICA) to disclose anything that you know, or could reasonably be expected to know, or in the case of consumer contracts (as defined in Part IV of the ICA)(Consumer Contracts) to take all reasonable care to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer decision to insure you and on what terms.

You have that duty after application, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance. You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is of common knowledge; or
- that the insurer knows or, in the ordinary course of their business as an Insurer, ought to know; or
- as to which compliance with your duty is waived by the insurer.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact us.

### Non-Disclosure

If you fail to take reasonable care in disclosing information to the insurer in the case of consumer contracts, or do not tell the insurer anything you are required to, the insurer may cancel your contract or reduce the amount that they are required to pay you if you make a claim or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

### Your Duty of Disclosure - Other Contracts

Please note that in relation to policies which are not governed by the Insurance Contracts Act 1984 such as marine insurance (other than marine inland transit insurance and pleasure craft insurance) and insurance required by statute, the insured still owes a duty of disclosure to the insurer. This is a duty to disclose to the insurer before the contract is concluded, every material circumstance which is known to the insured. Every circumstance is material which would influence the judgment of a prudent insurer in fixing the premium or determining whether they will take the risk. The insurer may void the contract from inception if the insured fails to make such disclosure. In the case of insurance required by statute, such as compulsory third party motor vehicle insurance, the insurer may have rights of recovery against the insured in the event of misrepresentation, mis-statement or non-disclosure.

### Your Duty of Disclosure - Subsidiary & Associated Companies

Your Duty of Disclosure - Cover which is arranged for subsidiary and/or associated companies in addition to named Insured's.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

## **Owners Corporations Regulations 2018 SCHEDULE 3**

*Owners Corporations Regulations 2018 Reg. 17*

### **STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS**

#### **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. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation. 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.**

# 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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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