



CONTRACT OF SALE

**Vendor: Peter George Davin and
Barbara Gillian Davin**

**Property: Unit 16, 2-4 Acacia Court
RINGWOOD Vic 3134**

**Velder Conveyancing
Suite 6, 265 Pakington Street, Newtown 3220
P.O. Box 7171 Geelong West 3218
Telephone 03 5229 3856
Email: john@velder.com.au**

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

Contract of sale of land

Property address: Unit 16, 2-4 Acacia Court, Ringwood 3134

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2020

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

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2020

Print name(s) of person(s) signing: PETER GEORGE DAVIN AND BARBARA GILLIAN DAVIN

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

First National Real Estate Zenith
144 Maroondah Hwy, Ringwood, VIC 3134

Email: danielo@zenithfn.com

Tel: 03 9870 1000 Mob: 0438329625 Ref: Daniel Opalka

Vendor

PETER GEORGE DAVIN AND BARBARA GILLIAN DAVIN

7 Hillview Street, Rye, VIC 3941

Vendor's legal practitioner or conveyancer

Velder Conveyancing

Suite 6, 265 Pakington Street, Newtown VIC 3220
PO Box 7171, Geelong West VIC 3218

Email: john@velder.com.au

Tel: 03 5229 3856 Mob: 0467 002 946 Fax: 03 52290014 Ref: VEL 2829

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan	
Volume	11370	Folio 044	16	PS702159X
Volume		Folio		

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 16, 2-4 Acacia Court, Ringwood 3134

Goods sold with the land (general condition 6.3(f)) All fixtures, floor coverings, electric light fittings and window furnishings as inspected.

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on _____ with options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than _____

Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

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

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

1. IDENTITY

The Purchaser admits that the Land as offered for sale and inspected by the Purchaser is identical to that described in the Title particulars in the Vendors Statement herewith. The Purchaser agrees not to make any requisition or claim any compensation for any alleged miss description of the land or deficiency in the area or measurements or call upon the Vendor to amend title or bear all or any part of the cost of doing so.

2. PLANNING

The property is sold with all restrictions as to the use under any permit, scheme or overlay, order, plan, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. The Purchaser shall not be entitled to any compensation from the vendor due to any restriction and such restrictions shall not constitute a defect in the Vendor's title.

3. ENTIRE AGREEMENT AND NO REPRESENTATIONS

- 3.1 This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or the Vendors Statement which may have been made for or on behalf of the Vendor is hereby withdrawn and shall not be relied upon by the Purchaser.
- 3.2 The Purchaser agrees that he is not relying upon any representation made by or on behalf of the Vendor to the purchaser or a representative of the Purchaser and that the Purchaser is relying upon his own enquiries made before signing this contract.

4. GUARANTEE

Where the Purchaser is a Corporation not listed on an Australian Stock Exchange the Purchaser shall obtain the execution by all the directors of the Corporation contemporaneously with the signing of the Contract by or on behalf of the Purchaser a Guarantee in the form annexed hereto. If the duly executed Guarantee is not delivered to the Vendor within the time specified, the Purchaser shall be in default under this Contract.

5. TIME FOR SETTLEMENT

If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the Balance on the Settlement Date, that obligation must be performed by no later than 3:30pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation, then the party who fails to perform that obligation by the stated time on the date shall be in default.

6. RESTRICTIONS

The property is sold subject to all restrictions, easements, covenants, leases, encumbrances, encumbrances and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The Purchaser accepts the location of all buildings and shall not make any claim whatsoever or delay settlement in relation thereto.

7. MERGER

All terms and conditions as set out in the contract, which remain to be performed by, or are capable of having effect on the part of the Purchaser shall remain in full force after settlement and the registration of the Transfer of Land or another instrument. This Special Condition cannot be waived or altered in any way whatsoever, without the written, signed and witnessed informed consent of the vendor.

8. ADJUSTMENTS

The purchaser will make available to the vendor copies of all certificates obtained to complete a Statement of Adjustments.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring 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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 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.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold 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 registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment 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 lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment 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 lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 7 days from the days 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 in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 7 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

Section 14-255 of the Taxation Administration Act 1953 (Commonwealth)

PROPERTY: Unit 16, 2-4 Acacia Court, Ringwood 3134
VENDOR: PETER GEORGE DAVIN AND BARBARA GILLIAN DAVIN

NOTICE TO PURCHASER

The Purchaser is not required to make a payment under Section 14-255 of Schedule 1 the Taxation Administration Act 1953 (Commonwealth) in supply of the above property.

The above property is either an existing residential premises or commercial residential premises and therefore **the purchaser is not required to withhold GST.**

Signed *John Velthuys* Date 27 May 2020
John Velthuys – Conveyancer

GUARANTEE

The Guarantors described below, in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth hereby for ourselves our respective Executors and Administrators covenant with the said vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money, interest, costs or 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 as aforesaid on the part of the purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

This Guarantee shall also be a continuing Guarantee in the instance the vendor and the purchaser substitute a Contract in place of the Contract to which this Guarantee is attached and then this Guarantee will extend to a Guarantee on the substituted Contract and the purchaser under that Contract.

AS WITNESS our hands and seals the day of 20

SIGNED SEALED AND DELIVERED

by the Guarantor

Signature of Guarantor

.....

Full Name of Guarantor

.....

Address of Guarantor

in the presence of

Signature of Witness

.....

Full Name of Witness

.....

Address of Witness

by the Guarantor

.....
Signature of Guarantor

.....
Full Name of Guarantor

.....
Address of Guarantor

in the presence of

.....
Signature of Witness

.....
Full Name of Witness

.....
Address of Witness

Vendor Statement

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

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

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

Land	16/2-4 Acacia Court, Ringwood 3134
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Vendor's name	Peter George Davin	Date	27/05/20
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Vendor's signature	
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Vendor's name	Barbara Gillian Davin	Date	27/5/2020
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Vendor's signature	
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Purchaser's name		Date	/ /
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Purchaser's signature	
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Purchaser's name		Date	/ /
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Purchaser's signature	
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1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

Nil	To	
-----	----	--

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

None to the Vendors knowledge

4.3 **Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

None to the Vendors knowledge

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not applicable.

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---------------------------------------------	------------------------------------------------	---------------------------------------	-----------------------------------	---------------------------------------------

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

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

VOLUME 11370 FOLIO 044

Security no : 124083068510U
Produced 12/05/2020 12:30 PM

LAND DESCRIPTION

Lot 16 on Plan of Subdivision 702159X.

PARENT TITLES :

Volume 07140 Folio 906 Volume 07174 Folio 708

Created by instrument PS702159X 16/08/2012

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

PETER GEORGE DAVIN

BARBARA GILLIAN DAVIN both of UNIT 16 2-4 ACACIA COURT RINGWOOD VIC 3134

AM751304N 06/05/2016

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.

DIAGRAM LOCATION

SEE PS702159X 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 16 2-4 ACACIA COURT RINGWOOD VIC 3134

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS702159X

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS702159X
Number of Pages (excluding this cover sheet)	7
Document Assembled	12/05/2020 12:34

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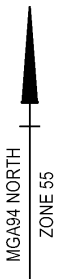
The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		Stage No.	LRS use only EDITION 1	Plan Number PS 702159X
<p style="text-align: center;">Location of Land</p> Parish: Ringwood Township: — Section: — Crown Allotment: — Crown Portion: 5 (Part) Title Reference: V.7174 F.708, V.7140 F.906 Last Plan Reference: LP 15580, Lots 11 & 12 Postal Address : (at time of subdivision) 2-4 Acacia Court, Ringwood 3134 MGA Co-ordinates E 343 755 Zone: 55 (Of approx. centre of plan) N 5 813 645		<p style="text-align: center;">Council Certificate and Endorsement</p> Council Name: _____ Ref: _____ 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council delegate Council seal Date / /		
Vesting of Roads and/or Reserves				
Identifier	Council/Body/Person			
Nil	Nil			
		Notations		
		Staging This is not a staged subdivision Planning Permit No.		
		Depth Limitation: Does not apply		
THIS IS A SPEAR PLAN		Subdivision (Registrar's Requirements) Regulations 2011 apply to boundaries defined by buildings		
Lots in this plan may be affected by one or more Owners Corporation See Owners Corporation search report for details		Boundaries shown by continuous thick lines are defined by buildings Location of Boundaries defined by Buildings: The interior face of the walls, ceilings & floors of the relevant part of the building (unless shown otherwise on sheets 2-6 inclusive) Common Property No.1 is all the land in the plan except the lots and includes the structure of all walls, floors and ceilings which define boundaries All columns, pillars, internal service ducts and pipe shafts within the building are deemed to be part of Common Property No.1. The position of said columns, pillars, service ducts and pipe shafts are not necessarily shown on this plan. Survey This plan is based based on survey This survey has been connected to permanent marks no(s) 68, 94 In Proclaimed Survey Area No.		
Easement Information				LRS use only
Legend: A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement(Road)				Statement of Compliance/ Exemption Statement
Easements and rights implied by section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan.				Received <input checked="" type="checkbox"/>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	1-83	LP 15580	Lots on LP 15580
E-1	Sewerage	1-83	This plan	Yarra Valley Water Ltd
				Date 6/8/2012
				LRS use only PLAN REGISTERED TIME 1:58PM DATE 16 / 08/ 2012
				N. Le Assistant Registrar of Titles
				SHEET 1 OF 6 SHEETS
B.R.SMITH & ASSOCIATES SURVEYORS P O Box 14, Ringwood East 3135 Ph: (03) 9870 6602 Fax: (03) 9870 6603		LICENSED SURVEYOR (PRINT) Barry Robert Smith SIGNATURE DIGITALLY SIGNED DATE / / REF 4641 VERSION 03		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 702159X



CREEK STREET

ACACIA

COURT

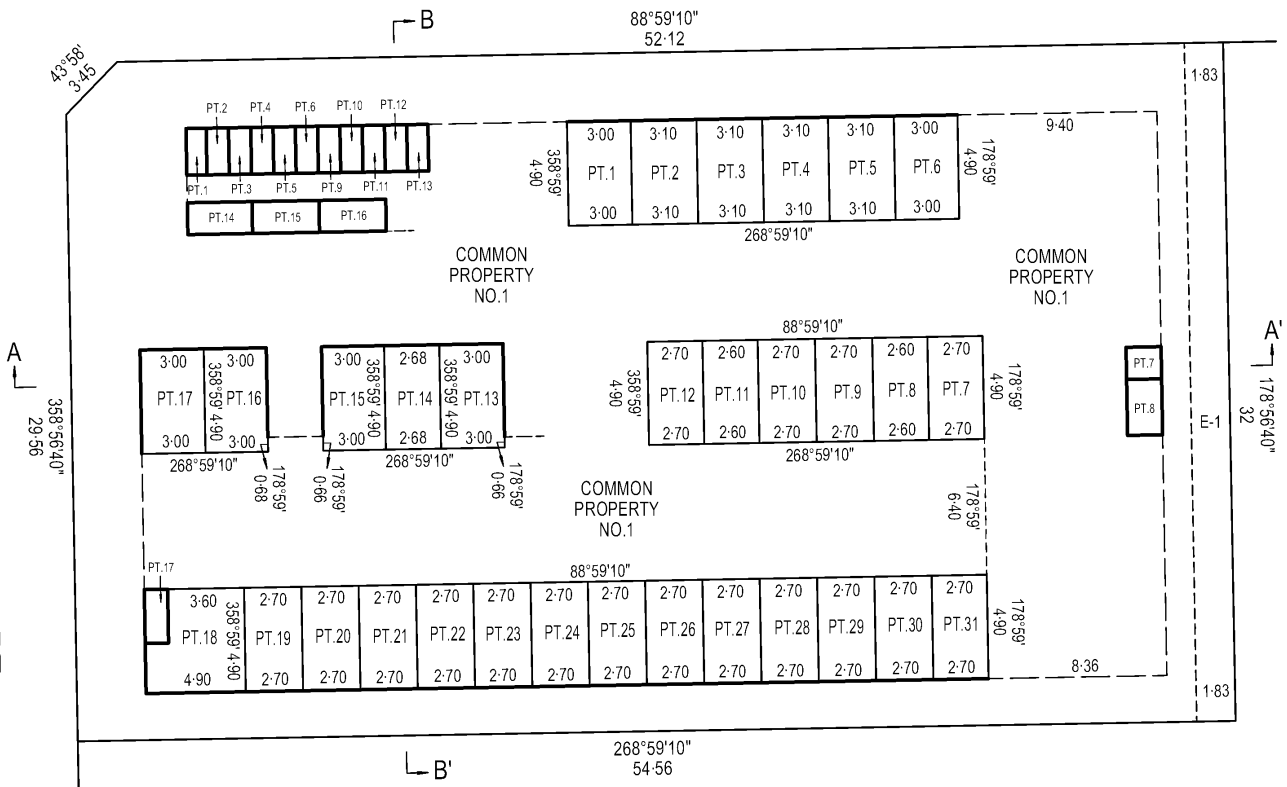


DIAGRAM 1
BASEMENT LEVEL

**B.R.SMITH & ASSOCIATES
SURVEYORS**

P.O. Box 14, Ringwood East 3135
Ph: (03) 9870 6602 Fax: (03) 9870 6603

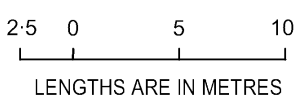
Sheet 2

ORIGINAL

SCALE
1:250

SHEET
SIZE
A3

SCALE



LICENSED SURVEYOR (PRINT) **Barry Robert Smith**

SIGNATURE DIGITALLY SIGNED

REF **4641**

DATE / /

VERSION **03**

DATE

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 702159X

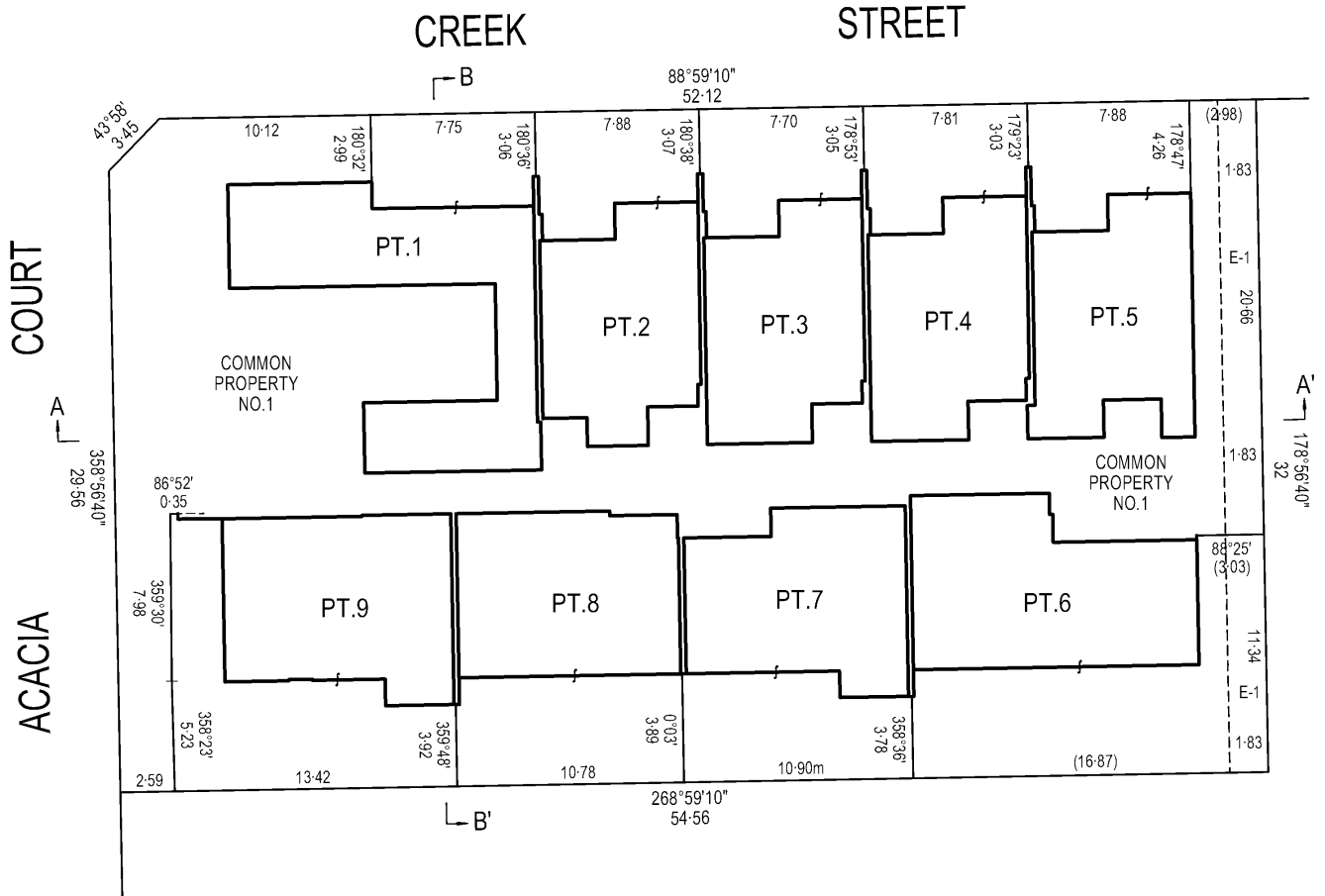


DIAGRAM 2
GROUND LEVEL & STOREY

**B.R.SMITH & ASSOCIATES
SURVEYORS**

P.O. Box 14, Ringwood East 3135
Ph: (03) 9870 6602 Fax: (03) 9870 6603

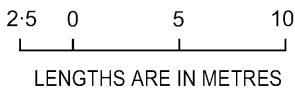
Sheet 3

ORIGINAL

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SHEET
SIZE
A3

SCALE



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DATE

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 702159X



CREEK

STREET

COURT

ACACIA

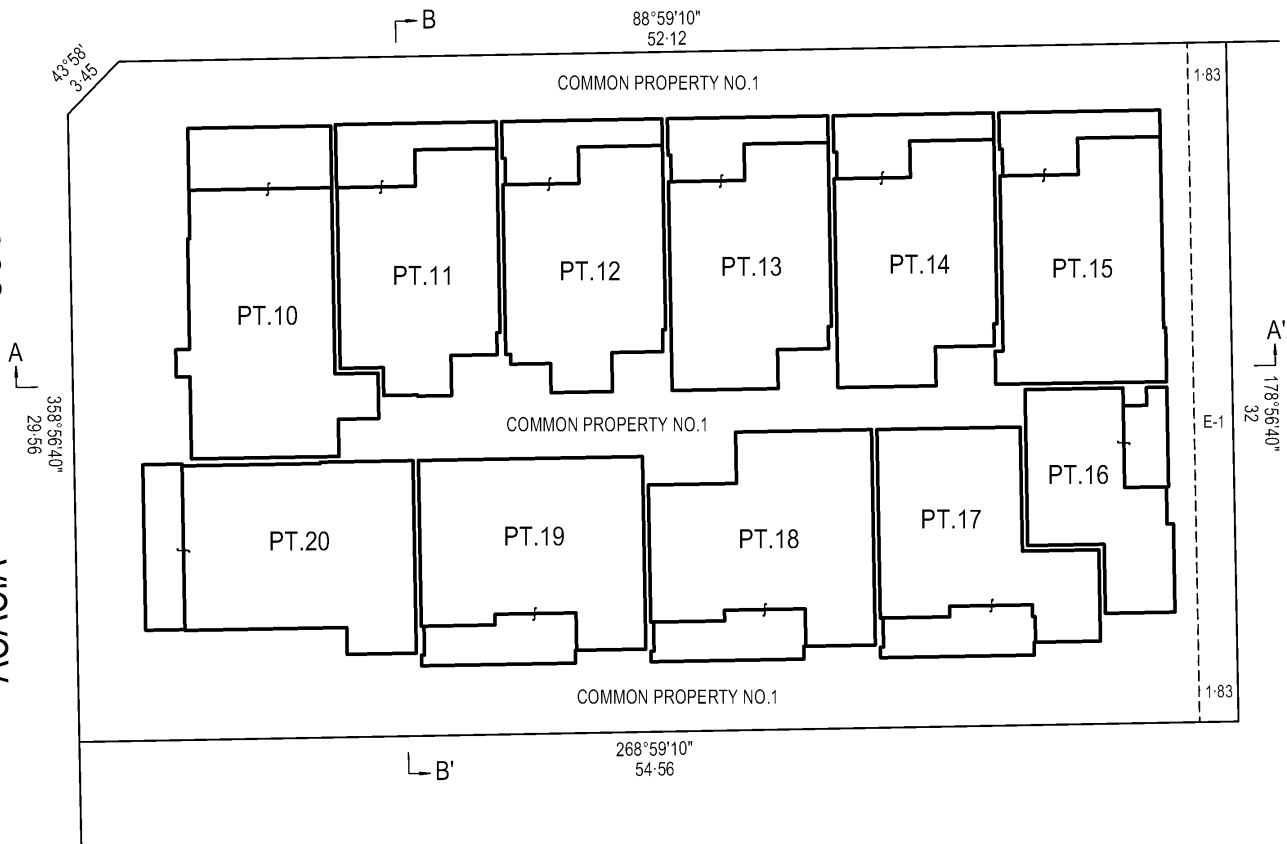


DIAGRAM 3
FIRST STOREY

**B.R.SMITH & ASSOCIATES
SURVEYORS**

P.O. Box 14, Ringwood East 3135
Ph: (03) 9870 6602 Fax: (03) 9870 6603

Sheet

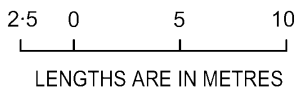
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ORIGINAL

SCALE

SCALE
1:250

SHEET
SIZE
A3



LICENSED SURVEYOR (PRINT) **Barry Robert Smith**

SIGNATURE DIGITALLY SIGNED

DATE / /

REF **4641**

VERSION **03**

DATE

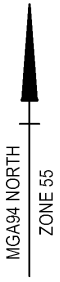
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number
PS 702159X



CREEK

STREET

COURT

ACACIA

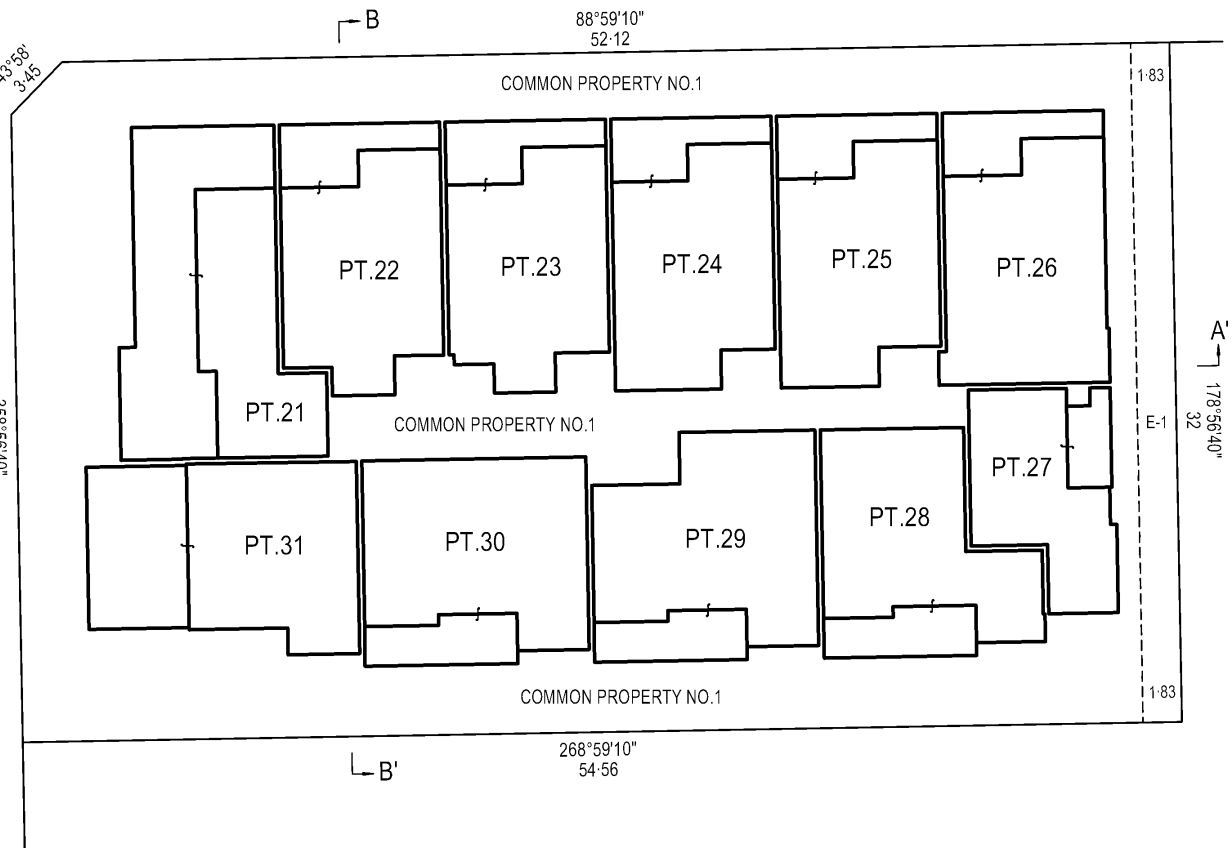


DIAGRAM 4
SECOND STOREY

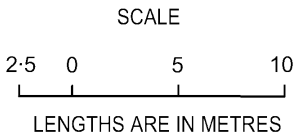
**B.R.SMITH & ASSOCIATES
SURVEYORS**

P.O. Box 14, Ringwood East 3135
Ph: (03) 9870 6602 Fax: (03) 9870 6603

Sheet 5

ORIGINAL

SCALE
1:250
SHEET SIZE
A3



LICENSED SURVEYOR (PRINT) **Barry Robert Smith**

SIGNATURE DIGITALLY SIGNED

REF **4641**

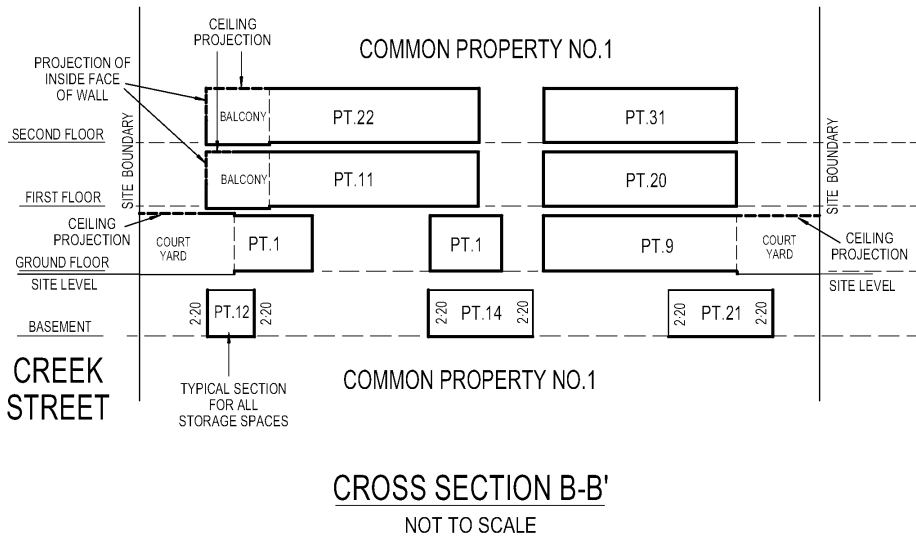
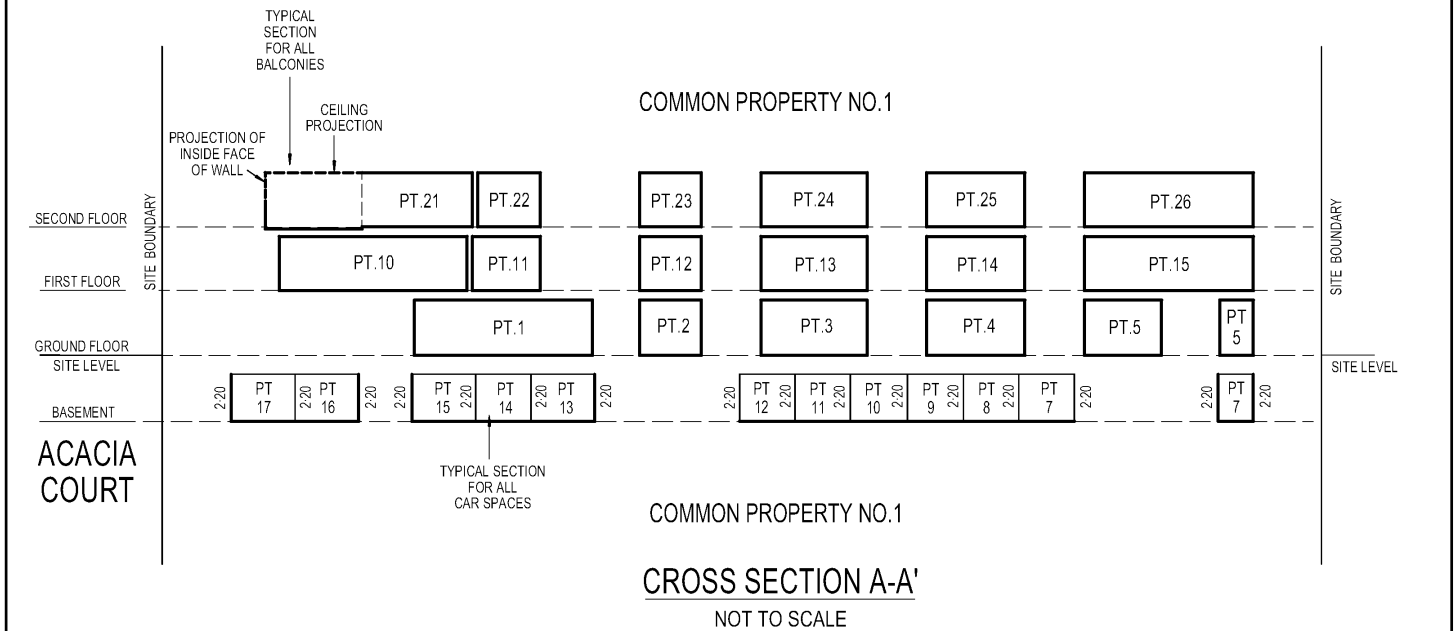
DATE / /

VERSION **03**

DATE / /
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 702159X
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B.R.SMITH & ASSOCIATES
SURVEYORS
P.O. Box 14, Ringwood East 3135
Ph: (03) 9870 6602 Fax: (03) 9870 6603

ORIGINAL SCALE	SHEET SIZE A3	SCALE	 LENGTHS ARE IN METRES
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LICENSED SURVEYOR (PRINT) **Barry Robert Smith**

SIGNATURE DIGITALLY SIGNED DATE / /

REF **4641** VERSION **03**

Sheet	6
DATE / / COUNCIL DELEGATE SIGNATURE	
Original sheet size A3	

**Plan of Subdivision PS702159X
Certification by Council (Form 5)**



SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S021446T
Plan Number: PS702159X
Responsible Authority Name: Maroondah City Council
Responsible Authority Reference Number 1: S/2012/36
Responsible Authority Reference Number 2: M/2012/183
Surveyor's Plan Version: 03

Certification

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Linda Arranga
Organisation: Maroondah City Council
Date: 14/06/2012



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS702159X

The land in PS702159X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 31.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

35 QUEENS PARADE CLIFTON HILL VIC 3068

AK045841Q 26/11/2012

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC015306R 16/08/2012

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: 12/05/2020 12:34:38 PM

**OWNERS CORPORATION 1
PLAN NO. PS702159X**

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	9	9
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
Lot 24	10	10
Lot 25	10	10
Lot 26	10	10
Lot 27	9	9
Lot 28	10	10
Lot 29	10	10
Lot 30	10	10
Lot 31	10	10
Total	308.00	308.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 12/05/2020 12:34:38 PM

OWNERS CORPORATION 1
PLAN NO. PS702159X

Statement End.

2019/2020 RATE AND VALUATION NOTICE AND FIRE SERVICES PROPERTY LEVY

CITY OFFICES
Braeside Avenue Ringwood

REALM
179 Maroondah Hwy Ringwood

CROYDON CENTRE
Civic Square Croydon

Telephone: 1300 882 233 Facsimile: (03) 9298 4345
Email: maroondah@maroondah.vic.gov.au

Mr P G Davin
4/48 Violet St
ROSEBUD WEST VIC 3940



RO_18790

ISSUE DATE 09/08/2019
PERIOD 01/07/2019 - 30/06/2020
ASSESSMENT NUMBER 158284 0
REFERENCE NUMBER 00158284 03
PROPERTY DESCRIPTION
Lot 16 PS 702159
CT-11370/044
PROPERTY ADDRESS
16/2-4 Acacia Court, Ringwood VIC 3134
AVPCC
125 - Strata unit or flat

SITE VALUE	CAPITAL IMPROVED VALUE	NET ANNUAL VALUE
75,000	340,000	17,000

PARTICULARS OF RATES AND CHARGES & FIRE SERVICES PROPERTY LEVY

General Rate	340,000 x 0.00210025	\$714.05
Fire Levy Fixed Charge MFB - Residential		\$111.00
Fire Levy Rate MFB - Residential	340,000 x 0.000055	\$18.70

Please note: Payments made after 05/08/2019 are not included on this notice.
ARREARS/INTEREST/LEGAL FEES IF DISPLAYED ABOVE, ARE DUE AND
PAYABLE BY: 30 SEPTEMBER 2019
LEGAL ACTION WILL PROCEED AFTER THIS DATE & INTEREST WILL ACCRUE UNTIL PAID.

TOTAL \$843.75

CHOICE OF 3 PAYMENT OPTIONS

COUNCIL APPROVED DIRECT DEBIT ONLY BY WRITTEN AGREEMENT WITH COUNCIL Failure to apply through Council will revert to IN FULL option	INSTALMENTS Failure to pay exact first amount by 30 September 2019 will revert to IN FULL option	IN FULL NO REMINDER WILL BE SENT Due 15 February 2020																												
<table border="0"> <tr> <td>30 Sep 2019</td> <td>\$92.00</td> <td>29 Feb 2020</td> <td>\$92.00</td> </tr> <tr> <td>31 Oct 2019</td> <td>\$92.00</td> <td>31 Mar 2020</td> <td>\$92.00</td> </tr> <tr> <td>30 Nov 2019</td> <td>\$92.00</td> <td>30 April 2020</td> <td>\$92.00</td> </tr> <tr> <td>31 Dec 2019</td> <td>\$92.00</td> <td>31 May 2020</td> <td>\$107.75</td> </tr> <tr> <td>31 Jan 2020</td> <td>\$92.00</td> <td></td> <td></td> </tr> </table>	30 Sep 2019	\$92.00	29 Feb 2020	\$92.00	31 Oct 2019	\$92.00	31 Mar 2020	\$92.00	30 Nov 2019	\$92.00	30 April 2020	\$92.00	31 Dec 2019	\$92.00	31 May 2020	\$107.75	31 Jan 2020	\$92.00			<table border="0"> <tr> <td>30 Sep 2019</td> <td>\$210.00</td> </tr> <tr> <td>30 Nov 2019</td> <td>\$210.00</td> </tr> <tr> <td>29 Feb 2020</td> <td>\$210.00</td> </tr> <tr> <td>31 May 2020</td> <td>\$213.75</td> </tr> </table>	30 Sep 2019	\$210.00	30 Nov 2019	\$210.00	29 Feb 2020	\$210.00	31 May 2020	\$213.75	<p>\$843.75</p> <p>Any arrears included above must be paid by 30 September 2019</p>
30 Sep 2019	\$92.00	29 Feb 2020	\$92.00																											
31 Oct 2019	\$92.00	31 Mar 2020	\$92.00																											
30 Nov 2019	\$92.00	30 April 2020	\$92.00																											
31 Dec 2019	\$92.00	31 May 2020	\$107.75																											
31 Jan 2020	\$92.00																													
30 Sep 2019	\$210.00																													
30 Nov 2019	\$210.00																													
29 Feb 2020	\$210.00																													
31 May 2020	\$213.75																													

Due dates that fall on a weekend or public holiday will be due on the next business day.
Interest will be charged on **late payments** and calculated as if the instalment plan had been initiated at an interest rate of 10%

For emailed notices:
maroondah.enotices.com.au
Reference No: **E913F37DBE**

For a copy of the 'Your Rates At Work' flyer, please visit:
<http://www.maroondah.vic.gov.au/YourRatesAtWork.aspx>



B
PAY
Biller Code: 118992
Ref: 0015828403

BPAY this payment via Internet or phone banking.
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 0015828403



*481 01 00000120 0015828403

Ratepayer: Mr P G Davin

Reference No.: **00158284 03**

Property Address: 16/2-4 Acacia Court, Ringwood VIC 3134

INSTALMENT
\$210.00
30/09/2019

IN FULL
\$843.75
15/02/2020

+0000000015828403+ +0000000000000000+ +001860+ +00000000000000+ +333+

MAROONDAH CITY COUNCIL

VALUATIONS

The values described elsewhere in this Notice were assessed as at 1 January 2019 and the valuation was used for the first time on 1 July 2019.

The State Revenue Office uses the site value to assess land tax under the Land Tax Act 2005. Objections to the site value must be made to local councils within the time limits prescribed under the Valuation of Land Act 2006. From 2007 taxpayers will be able to appeal their land valuations either on receipt of their local government rates notice or receipt of their land tax assessment. Further information on the use of valuations for land tax can be found on the State Revenue Office website: www.sro.vic.gov.au

OBJECTION TO VALUATION

The person aggrieved by an assessment of the value of any land may lodge an objection. This must be done within 2 months after this notice is issued. The grounds for objection are limited - see section 17 of the Valuation of Land Act 1960. Upon receipt of an objection, the Council will refer it to the relevant valuer who will consult with the objector and decide whether an adjustment is necessary. Payment of rates by your preferred payment option should be made during this process.

IF YOU HAVE TRANSFERRED THE OBLIGATION OF PAYMENT FOR THIS ACCOUNT TO ANOTHER PERSON/PARTY, PLEASE ISSUE THEM WITH A COPY OF THIS NOTICE.

OBJECTION TO RATE OR CHARGE

A person who is aggrieved by a rate or charge imposed by the Council, or by anything included or excluded from such a rate or charge may appeal to the County Court under section 184 Local Government Act 1989.

Any appeal must be lodged with the County Court within 60 days of this notice. A person may only appeal on one or more of the following grounds -

- that the land is not rateable land (this is not applicable to special rates); or
- that the rate or charge assessment was calculated incorrectly; or
- that the person rated is not liable to be rated.

A person cannot appeal to the County Court when an objection or appeal may be made under the Valuation of Land Act 1960 (see above).

Separately, because Council's general rate is raised by the application of differential rates, there is a right to apply for a review of the differential rating classification applied by Council. An owner or occupier of land whose interests are affected by Council's classification for differential rating purposes may apply to the Victorian Civil and Administrative Tribunal for a review of the decision. Any application must be made within 60 days of this notice. Payment of rates by your preferred payment option should be made during this process.

VICTORIAN GOVERNMENT RATES CAP

Council has complied with the Victorian Government's rate cap of 2.5%. The cap applies to the average increase of rates.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipal district;
- the application of any differential rate by Council
- the inclusion of other charges not covered by the Victorian Government's rates cap, including the Fire Services Property Levy and waste service charges.

FIRE SERVICES PROPERTY LEVY

Council has been appointed to collect the Fire Services Property Levy on all land within the City of Maroondah in accordance with the Fire Services Property Levy Act 2012. Further information on the Fire Service Property Levy can be found on the State Revenue Office website: www.sro.vic.gov.au/fire-services-property-levy

CHANGE OF OWNERSHIP

Council must be notified in writing of changes of address or ownership. When ownership of a property changes, liability for payment of rates remains with the owner recorded with Council until a 'Notice of Acquisition' is received from the transferor or solicitor. Failure to submit a notice within 30 days carries a penalty of \$1,000. All outstanding rates and charges must be paid in full at settlement.

RATES, CHARGES & FIRE SERVICES PROPERTY LEVY

Council uses the Capital Improved Value of your property as the basis for calculation of the rate. Rates, Charges and Fire Services Property Levy are a charge on the property and can be paid either in full, by four instalments or Council Initiated Direct Debit. Request for a duplicate copy of any rate notice will incur a \$20.00 fee.

PAYMENT OPTIONS AND DUE DATES

The date and amount of the first payment will determine the payment option.

- **QUARTERLY INSTALMENTS** - the first quarterly instalment amount, detailed on the front of the notice, must be paid by 30 September 2019. If the amount paid is less than indicated, or the date paid is past this due date, the payment option will revert to IN FULL, with the amount paid treated as a part payment towards the balance due on 15 February 2020.
- **IN FULL** - the current rates are due and must be paid by 15 February 2020 and **no reminder will be sent.**

PAYMENTS RECEIVED BY COUNCIL AFTER THE DUE DATES LISTED ON THE FRONT OF THIS NOTICE WILL NOT BE TREATED AS BEING PAID ON THE APPLICABLE DUE DATE. INTEREST WILL BE INCURRED, AND DEBT RECOVERY ACTION WILL PROCEED WITHOUT FURTHER NOTICE.

- **COUNCIL INITIATED DIRECT DEBIT** - offers a nine monthly instalment option debited from your nominated bank account. Credit Cards not accepted. A Direct Debit request form must be completed and returned to Council. The form can be obtained by contacting Council on 1300 882 233 or from our website www.maroondah.vic.gov.au. Debit dates and amounts are listed on the front of this notice. Where this day falls on a weekend or public holiday the debit will take place on the next business day. A direct debit arrangement is ongoing until cancelled in writing. Any dishonour will be subject to a \$25.00 fee.

PENALTY INTEREST FOR LATE PAYMENT

In accordance with Section 172(2)(b)(iii)(c) of the Local Government Act, "The interest becomes payable if the payment was payable either in instalments or in a lump sum and neither the first instalment nor the lump sum were paid by the dates the first instalment or the lump sum were due, on and from the date on which each missed instalment was due; and continues to be payable until payment or the recovery of the rates or charges." Interest is charged at the penalty interest rate appearing on the front of this notice, which was the rate in effect as at 1 July and as fixed under Section 2 of the Penalty Interest Rates Act 1983.

ARREARS, DEBT RECOVERY AND LEGAL ACTION

Any arrears displayed on this notice are due and payable by 30 September 2019. Interest will continue to accrue on any arrears and will be subject to debt recovery action and/or legal action will proceed without further notice.

If any rate or charge remains unpaid after it is due and payable, Council will commence debt recovery action and an administration fee for this action will be passed on to the owner/ratepayer. If after commencing debt recovery action payment is not made, or an arrangement not forthcoming Council will, without further notice, proceed with legal action through the Magistrates' Court to recover the debt and any costs associated with this action.

ARRANGEMENTS

If you have an arrangement with Council or Council's Solicitors to pay off an existing debt this agreement continues until the debt is paid in full. If the arrangement is not maintained, debt recovery action and/or legal action will proceed without further notice.






FINANCIAL HARDSHIP

It is not the usual practice for Council to waive or defer rates or charges. If you think you may have difficulty paying your rates, please contact Council on 1300 882 233 to discuss a more suitable payment arrangement.

NOTICE TO PENSIONERS

If this notice is for your principle place of residence and you are in receipt of a pensioner concession card and government rebates are not shown on your rate notice, you could be entitled to a rate reduction as set out in Section 171 (4) of the Local Government Act 1989. Application must be made at any one of Council's Service Centres by 30 June each year. The pensioner concession card showing eligibility must be produced at the time of making the application.

PAYMENT METHODS: Our Biller Code and this property's unique Reference Number are located on the front of this notice.

	Contact your financial institution to make payment directly from your cheque or savings account. ©Registered to BPAY Pty Ltd ABN 69 079 137 518
 Internet	Pay over the internet from your credit card at: www.maroondah.vic.gov.au Maroondah City Council accepts MasterCard & Visa.
 Telephone	Pay by phone from your credit card. Call 1300 900 765 to make payments. Maroondah City Council accepts MasterCard & Visa. The phone payment line is a 24 hour service. Calls are charged at the cost of a local call (mobiles extra).
 in person	Pay in-store at Australia Post by cash, cheque or Eftpos. Credit card payments not accepted. Or at Council offices: City Office Braeside Avenue Ringwood, Croydon , Civic Square Croydon, Realm , Maroondah Highway Ringwood. Eftpos/Credit Card payments accepted at Council offices.
 Mail	Detach payment slip with payment to: Maroondah City Council, GPO Box 1860, Melbourne VIC 3001 Please make cheques payable to: " Maroondah City Council ". Receipts will not be issued for mailed payments and postal delays will not be accepted as an excuse for late payment.

General correspondence to be mailed to Maroondah City Council, PO Box 156, Ringwood Vic 3134



YOUR QUARTERLY BILL

MR P DAVIN
UNIT 16/2-4 ACACIA CT
RINGWOOD VIC 3134

Enquiries	1300 304 688
Faults (24/7)	13 2762
Payment assistance	1800 994 789

Account number	36 0561 6614
Invoice number	3607 7039 04778
Issue date	12 Mar 2020

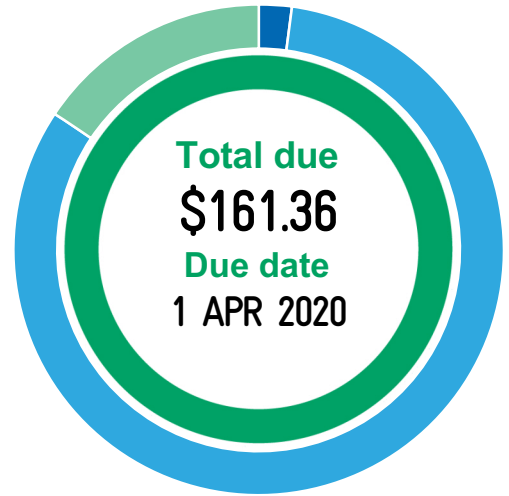
Property address	UNIT 16, 2-4 ACACIA CT RINGWOOD
Property reference	5050116, LOT 16

Tax Invoice Yarra Valley Water ABN 93 066 902 501

yvwm.com.au

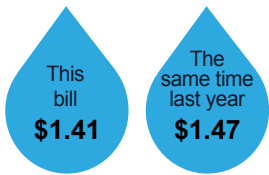
SUMMARY

Previous bill	\$164.10
Payment received thank you	-\$165.00
Balance carried forward	\$0.90 CR
This bill	
Usage charges	
Water usage	\$2.66
Sewage disposal	\$0.86
Service charges	
Water supply system	\$19.42
Sewerage system	\$113.94
Other authority charges	
Waterways and drainage	\$25.38
Total this bill (GST does not apply)	\$162.26
Total balance	\$161.36



- Usage charges
- Service charges
- Other authority charges

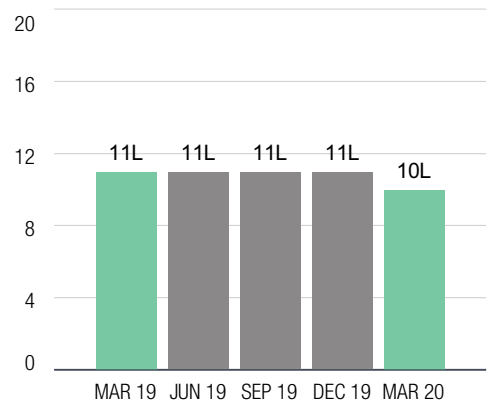
YOUR DAILY SPEND



Excludes other authority charges.

YOUR HOUSEHOLD'S DAILY WATER USE

TARGET 155L OF WATER USE PER PERSON, PER DAY.



Average use in litres per day.



HOW TO PAY

Need more time to pay? Go to yvwm.com.au/moretime or call us on 1300 304 688.



*3042 360770390477 8

Yarra Valley Water ABN 93 066 902 501

Yarra Valley Online Water Manage your account online 24/7 when it suits you. Register or log in at yvwm.com.au/online.

Direct debit Set up direct debit payments via your online account or call 1300 304 688.

Credit card Pay online at yvwm.com.au/paying, via your online account or call 1300 362 332.

Centrepay Arrange regular deductions from your Centrelink payments – use your **myGov** account online or contact Centrelink. Ref: 555 054 118T.

BPAY® Make this payment by telephone or internet banking.



Bill code: 344366
Ref: 360 5616 6143

Post billpay Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au.



Billpay code: 3042
Ref: 3607 7039 04778

Cheque Mail a cheque with this portion of your bill to **Yarra Valley Water, GPO Box 2860 Melbourne VIC 3001.**

MR P DAVIN	
Account number	36 0561 6614
Invoice number	3607 7039 04778
Total due	\$161.36
Due date	1 Apr 2020
Amount paid	\$ _____

YOUR USAGE DETAILS

From 5 Dec 2019 - 11 Mar 2020 (97 days)

Water usage				
Meter number	Current reading	Previous reading	Usage	
YAAD017009	249kL	-	248kL = 1kL	
Water usage charge		Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)		1.000kL x	\$2.6620 =	\$2.66
Total		1.000kL		\$2.66
Sewage disposal				
Sewage disposal charge	Sewage volume	Price \$/kL	Amount	
	0.750kL x	\$1.1426 =	\$0.86	
Total usage charges			\$3.52	

YOUR CHARGES EXPLAINED

yvw.com.au/charges

- **Water usage charge**
Is for the amount of water used at your property including safe treatment and delivery. The cost of water increases with the amount used (STEP tariffs).
- **Sewage disposal charge**
Is for removing sewage from your property and treating it safely. The amount of sewage going down drains, sinks and toilets is based on your water use less a percentage of water we estimate is used outside.
- **Water supply system charge**
From 1 Jan 2020 - 31 Mar 2020
A fixed charge for running, maintaining and repairing water pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
From 1 Jan 2020 - 31 Mar 2020
A fixed charge for running, maintaining and repairing the sewerage system including sewer pipes and treatment plants.
- **Other authority charges**
From 1 Jan 2020 - 31 Mar 2020
The **waterways and drainage charge** is collected on behalf of Melbourne Water and is used to manage and improve waterways, drainage and flood protection. Visit melbournewater.com.au/localupdates for more information.

PAYMENT ASSISTANCE

Assistance is available if you're having difficulty paying. Call us on **1800 994 789**. Register your **concession** with us to reduce the amount you need to pay. Visit yvw.com.au/online or call us on **1800 680 824**.

NEED TO GET IN TOUCH?



If you have any queries, please contact us at enquiry@yvw.com.au or on **1300 304 688**.

To talk to us about an unresolved issue or make a complaint, call us on **1800 051 379**.



Hearing impaired customers Contact the National Relay Service on **133 677** or visit relayservice.gov.au. This is a 24 hour service.

For language assistance

العربية	1300 914 361	Ελληνικά	1300 931 364
廣東話	1300 921 362	普通话	1300 927 363

For other language assistance, please call ezispeak.

Македонски	03 9046 4173	Hrvatski	03 9046 4173
한국어	03 9046 4173	Српски	03 9046 4173
فارسي	03 9046 4173	Türkçe	03 9046 4173
Italiano	03 9046 4173	Tiếng Việt	03 9046 4173

NEXT METER READING

Your next reading will be on approximately **5 Jun 2020**.

SEEN A BURST OR LEAK? WE'RE HERE 24/7

Pipes can burst or leak more in summer as the hot weather dries out the ground.

We are preparing for a warmer and drier summer so we have added more crews to deal with bursts and leaks.

- Check our map at faults.yvw.com.au for updates.
- To report a new fault, call us **24/7** on **13 2762**.

148579

**Hey Melbourne,
Let's make every drop count.
Target 155 litres per person, per day.**

Target 155



MAKE EVERY DROP COUNT

Yarra Valley Water

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / JIM'S CONVEYANCING GEELONG

Your Reference:	VEL 2829
Certificate No:	38334930
Issue Date:	13 MAY 2020
Enquiries:	ESYSPROD

Land Address: UNIT 16, 2 -4 ACACIA COURT RINGWOOD VIC 3134

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39994204	16	702159	11370	44	\$0.00

Vendor: BARBARA GILLIAN DAVIN & PETER GEORGE DAVIN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR PETER GEORGE DAVIN	2020	\$75,000	\$0.00	\$0.00	\$0.00

Comments:

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$340,000
SITE VALUE:	\$75,000
AMOUNT PAYABLE:	\$0.00

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

Certificate No: 38334930

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$75,000

Calculated as \$0 plus (\$75,000 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 38334930

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 38334930

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Jim's Conveyancing Geelong C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 391222

NO PROPOSALS. As at the 13th May 2020, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 16, 2-4 ACACIA COURT, RINGWOOD 3134
CITY OF MAROONDAH

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

Date of issue: 13th May 2020

Telephone enquiries regarding content of certificate: 13 11 71

OWNERS CORPORATION CERTIFICATE
s 151 Owners Corporations Act 2006
r 16 Owners Corporations Regulations 2018

Owners Corporation Plan No. PS 702159 X

Re: SALE OF LOT 16, 2-4 ACACIA COURT, RINGWOOD 3134

Property: Lot 16, 2-4 ACACIA COURT RINGWOOD 3134

Your Ref: VEL 2829

This certificate is issued for Lot 16 known as Unit No. 16 on Plan of Subdivision Plan No 702159 X the postal address of which is 16 , 2-4 ACACIA COURT RINGWOOD 3134

1. The current fees for the above Lot are \$2522.80 per annum payable quarterly in advance and due on the 1st day of January, April, July and October of each year.
2. The fees are paid up until 31/03/2020.
3. The total of unpaid fees or charges for the Lot is: \$0.27.
4. No special fees or levies have been struck except: Nil.
5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:-- **Balcony and plumbing defects.**
6. The Owners Corporation has the following insurance cover:

Name of Company:	CHU UNDERWRITING AGENCIES PTY LTD
No. of Policy:	39039
Kind of Policy:	RESIDENTIAL STRATA
Buildings Amount:	\$14,605,400
Legal Liability Amount:	\$20,000,000
Buildings Covered:	ALL
Common Contents:	\$5,150
Renewal Date:	30th June 2020
7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
8. The total funds held by the Owners Corporation are made up of :-

<u>Fund Description</u>	<u>General Account</u>	<u>Investment Accounts</u>
Administration Fund	\$ 33829.91	\$ 0.00
TOTAL	\$ 33829.91	\$ 0.00
9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-
 - **A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.**
10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-
 - **Management Agreement, Lift Maintenance Contract, Caretaking Contract, Automatic Door Maintenance Contract, Gardening Contract.**

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-- **None to our knowledge.**
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-- **None to our knowledge.**
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-
- A domestic building insurance claim was lodged with the Domestic Building Insurer (VMIA) relating to building defects on common property and 9 private balconies of the lots. The outcome of this claim is attached for your reference.
14. The Owners Corporation has appointed a manager as follows:-
Name MBCM Ringwood
Address Suite 1, 17 Heatherdale Road Ringwood 3134
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

The common seal of Owners Corporation No (1) Plan of Subdivision Plan No 702159 X was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Dated this 21st day of May 2020



Christine Nash Manager and Delegate of the Owners Corporation
For and on behalf of MBCM Ringwood
Suite 1, 17 Heatherdale Road Ringwood 3134
info@mbcmringwood.com.au



- NOTE:**
- 1. Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.**
 - 2. Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).**

Please find attached

- (i) a copy of the Rules of the Owners Corporation
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.
- (iii) a copy of the Minutes of the last Annual General Meeting

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.
3. 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 will be affixed.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation, into the following account.



Biller Code: 96503

Biller Reference: 303716526 18283

or

EFT Details:

Account Name: OC702159 2-4 Acacia Court Ringwood
BSB: 183334
Account No: 303716526
REF: Unit 16

MINUTES OF THE ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN No **PS702159X**
2-4 ACACIA COURT RINGWOOD 3134

HELD AT
MBCM Ringwood - Suite 1, 17 Heatherdale Road, Ringwood 3134
ON
2/03/2020 at 5:30PM

IN ATTENDANCE

Ms Christine Nash from MBCM Ringwood.

APPOINTMENT OF MEETING CHAIRPERSON

The Owners Corporation resolves that Ms Christine Nash act as Chairman of the Meeting.

LOT OWNERS PRESENT

Lot 1	Ms G Shojael Ghadikolael
7	Ms M Braga
9	Ms J Aleksovski (by proxy)
11	Mr A J Whelan & Mrs M C Whelan
21	Mr H & Mrs E Stolarek
25	Mr W G Guy
26	Mr D Jordan
30	Mr N J Walsh & Ms A Hammond
31	Mr M G Smith & Mrs J A Burrige-Smith

APOLOGIES

Apologies were received as follows.

Lot 8	Ms S Bec
9	Ms J Aleksovski

PROXIES

Proxies were received as follows:

Lot 9	Ms J Aleksovski to Mr Tom Aleksovski
-------	--------------------------------------

ENTITLEMENT TO VOTE

All Members represented at the Meeting possessed voting right except:

9 Ms J Aleksovski

QUORUM

As there were insufficient Lot Owners represented at the Annual General Meeting to form a quorum under section 77 of the *Owners Corporations Act 2006 (Vic)*, all decisions made by the Owners Corporation at this Meeting are deemed **interim resolutions** under section 78(1) of the *Owners Corporations Act 2006 (Vic)* and may not be acted upon. They become resolutions of the Owners Corporation (**and are legally binding on all Lot Owners**), 29 days from the date of on which they were made, unless Notice of a Special General Meeting is given before the expiration of that 29-day period.

Where Notice of a Special General Meeting is given within the stipulated period, interim resolutions may **only** become resolutions of the Owners Corporation, and acted upon, if they are confirmed at the Special General Meeting (which must be held within 28 days after Notice is given) or if the Meeting is not held, at the expiration of that 28-day period.

ADOPTION OF MINUTES FROM THE PREVIOUS ANNUAL GENERAL MEETING

The Owners Corporation resolves to accept the Minutes of the previous Annual General Meeting of the Owners Corporation held on 30/01/2019 as a true and accurate record of the proceedings of that Meeting, and as part of the Owners Corporation’s record.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

MATTERS ARISING FROM MINUTES

Nil matters from the previous Annual General Meeting were discussed.

MANAGER’S REPORT

The Manager’s Report is tabled for review by Owners and is accessible online.

The Owners Corporation resolves to accept the Manager’s Report as presented.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

GRIEVANCE COMMITTEE REPORT – DISPUTE RESOLUTION

The Manager advised the Meeting the following complaints had been received in the 12-month period under review: VMIA claim for common & private properties. Still awaiting outcome.

COMMITTEE REPORT

No Committee Report was tabled by the Committee, however the following points were discussed and confirmed as being completed:

- Handrail
- Painting quotes
- Rubbish removed
- Door Code Changed

The Owners Corporation resolves to accept these points.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

ADOPTION OF FINANCIAL STATEMENT (ANNUAL ACCOUNTS)

The Owners Corporation resolves to adopt the Annual Financial Statement as presented, as a true record of the transactions of the Owners Corporation for the year ending 31 December 2019.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 9	Abstain- 9	Motion Carried

APPOINTMENT OF MANAGER

The Owners Corporation resolves to re-appoint MBCM Ringwood as Manager for 12 months at the Management Fee set out in section 2.1 of the Contract of Appointment, in accordance with section 119 of the *Owners Corporations Act 2006* (Vic).

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

The Owners Corporation delegates to the Manager all the powers and functions of the Owners Corporation (other than the power or function that requires a Unanimous Resolution or Special Resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment.

In accordance with Part 12 of the *Owners Corporations Act 2006* (Vic). the Manager is registered with the Business Licensing Authority, Registration No. 000721.

A Contract of Appointment was signed, and the Common Seal affixed.

INSURANCE

Building Insurance & Legal Liability Cover

The Manager advised the Meeting that she is an Authorised Representative for CHU Underwriting Agencies Pty Ltd, and an Authorised Distributor for Honan Insurance Brokers and Strata Community Insurance.

The Manager is required to obtain clear instructions for the renewal of the insurance.

The Manager advised the Meeting that we provide only general advice about insurance, not personal advice. You should read the insurers' Product Disclosure Statement (PDS) before you make a decision to purchase your building insurance.

The Manager advised the Meeting that to accurately assess an appropriate building sum insured figure a property valuation for insurance purposes should be obtained.

The Owners Corporation is currently insured as detailed below:

Insurer:	CHU UNDERWRITING AGENCIES PTY LTD
Policy No:	39039
Building Sum Insured:	\$14,605,400.00
Legal Liability:	\$20,000,000.00
Office Bearer:	\$500,000.00
Excess:	\$500.00
Renewal Date:	30/06/2020
Last Valuation Date:	21/05/2015

The Owners Corporation resolves not to proceed with an Insurance Valuation.

Motion-Lot# 21		Moved-Lot# 25	
For- 8	Against- 1	Abstain- 0	Motion Carried

The Owners Corporation resolves that the Building Sum Insured amount be increased to \$14,649,216.20, representing a 3% increase at renewal due 30/06/2020.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

The Owners Corporation resolves that the legal liability cover of \$20,000,000.00 be deemed adequate.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

The Owners Corporation resolves that the Office Bearers amount of \$500,000.00 be deemed adequate.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 9	Abstain- 0	Motion Carried

The Owners Corporation resolves to renew the policy directly with the current Insurer CHU Underwriting Agencies Pty Ltd.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

An updated Financial Services Guide along with the Product Disclosure Statement is available via the following website:

CHU – www.chu.com.au

Owners are reminded that the Owners Corporation insurance DOES NOT cover contents or personal Public Liability inside the Lot or Accessory Unit on Title. Each Owner should have Contents Insurance that includes personal Public Liability. Landlords are advised to have Landlord’s Contents cover including public liability. Floating floors may not be covered under the building insurance policy and as such, Owners should consider increasing their contents cover for this item.

Owners are requested to notify the Manager of any change in use of the premises or any item that may affect the insurance policy, such as the storage of hazardous goods or structural alterations, so that the insurer can be advised and disclosure requirements are complied with.

It should also be noted that the Owner of any property that is the subject of an insurance claim shall bear any applicable excess.

CHU Contents Insurance & Landlords Insurance

CHU has introduced Contents Insurance and Landlords Insurance for strata, which is available to MBCM clients. For further information and to submit an online quotation request:

<https://quote.chu.com.au/?referenceCode=MBCMRINGWOOD>

(Contents and Landlords Insurance is not arranged in the name of or by the Owners Corporation.)

PENALTY INTEREST, DEBT RECOVERY AND ADMINISTRATION CHARGES

Penalty Interest

The Owners Corporation resolves, pursuant to section 29 of the *Owners Corporations Act 2006 (Vic)*, to charge interest on any amount payable by a Lot Owner to the Owners Corporation that remains

outstanding 28 days after the due date for payment, such interest to be charged at the maximum rate fixed from time to time under the *Penalty Interest Rates Act 1983* (Vic).

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

Debt Recovery

The Owners Corporation resolves, pursuant to section 32 of the *Owners Corporations Act 2006* (Vic), to:

- a) issue a **Final Notice** in respect of any amount payable by a Lot Owner to the Owners Corporation that remains outstanding **90 days** after the due date for payment: and
- a) refer any amount that remains outstanding **28 days** after the date of the **Final Notice** to legal representatives for recovery and/or VCAT action.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

Final Notice – Administrative Fee

The Manager advised the Meeting that where a **Final Notice** is issued to a Lot Owner, the Manager will charge the Lot Owner a **\$55.00** administration fee for the issue of the notice, and a minimum 1-hour **schedule 2.2 charge** for:

- Administrational duties associated with following up arrears
- Consultation with the solicitor and associated document administration for VCAT

Recovery of Debt Collection Costs

The Owners Corporation resolves that any and all costs incurred by the Owners Corporation in recovering fees and levies due under section 32 of the *Owners Corporations Act 2006* (Vic), may be fully recoverable from the indebted Lot Owner.

This includes **Administrative Fees** charged by the Manager as a result of a Lot Owner’s failure to pay fees within the stipulated period.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

REVIEW OF BUILDING & GENERAL MAINTENANCE

Gutter Cleaning

The Owners Corporation resolves that the Owners Corporation arrange bi-annual gutter and downpipe cleaning for the property through Broadway Window Cleaning. This should take place in Feb/Mar and Aug/Sept of each year.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

Gardening & Maintenance

The Owners Corporation resolves that gardening services continue to be provided by Mustafa Helping.

Scope of work:

- Mow lawn and edge
- Weed front and back garden
- Poison weeds as required
- Prune plants and hedge as required
- Prune trees as needed
- Water garden at each visit

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

Cleaning

The Owners Corporation resolves that caretaking services continue to be provided by Mustafa Helping.

Scope of work:

- Weekly - Clean the front door, entrance and glass
- Sweep the garage ramp and the front of the building
- Clean hallways, stairwells, lift, windowsills, toilet and light wells; (vacuum and mop)
- Clean the rubbish room and garage bi-annually.

The Owners Corporation resolves that waste collection services continue to be provided by Kartaway.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

Window Cleaning

The Owners Corporation resolves that the Owners Corporation would like to terminate window cleaning for the property.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

OCCUPATIONAL HEALTH & SAFETY

An OH&S Inspection Report was obtained on 23/03/2017, and the Owners Corporation resolves that a subsequent Inspection Report is not required at this time.

(In accordance with industry best practice, it is recommended to obtain an OH&S Inspection Report annually, or as otherwise stipulated in the Occupancy Certificates for the property).

Motion-Lot# 21		Moved-Lot# 25	
For- 8	Against- 1	Abstain- 0	Motion Carried

ESSENTIAL SAFETY MEASURES, FIRE INSPECTION & MAINTENANCE (ESM)

The Owners Corporation resolves to continue with the current arrangements for Lift Maintenance (Nordic), however, it was resolved that the Manager will obtain quotes for the Fire Services (currently provided by Focus)

(Common Property only).

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

As a mandatory obligation, the Manager is authorised to approve immediate repairs to meet on-going compliance and avoid fines and/or building orders.

GENERAL BUSINESS

Electronic Correspondence

Members were advised that all correspondence will automatically be sent via email if an email address is on file. Please ensure your email address is kept up to date. Electronic Correspondence Authority forms were made available at the Meeting for Members wishing to receive Fee Notices electronically.

Owners Corporation Model Rules 2018 and Owners Corporations Regulations 2018

The Owners Corporation Manager advised a summary of the updated Owners Corporations Model Rules 2018 and *Owners Corporations Regulations 2018* can be found on the Owners Corporation website: www.mbcmringwood.com.au

These can be accessed using the following login details:

Username: OC702159

Password: 24ACAR

Painting

As requested by the committee, quotes have been obtained as follows for painting the common property areas including all ceilings, walls, skirting, doors, door frames, & tradesmen toilet:

- L & D Picturesque
- APMG
- Fairfax
- Clean Lines

Mr Tom Aleksovski (Unit 9) would also like to submit a quote. Once this is received, the manager will distribute to all owners for majority approval via a Postal Ballot.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

External Building Cleaning

Quotes previously provided to the committee for cleaning the exterior of the building was discussed. Determined that the mould needs to be removed, however source needs to be identified & repairs undertaken and potentially part of VMIA claim.

Nathan advised that in his line of work have contact details of environmental hygienists who specialise in this field to provide contact details for quotes.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

Maintenance Plans

Quotes and example report previously provided to committee discussed.

Determined to wait for VMIA decision before making decision, however, increase budget to create surplus funds for allocation.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

Cladding

Enquiry was made if known cladding material to building.

Advised none known at this stage – however VBA may undertake re-inspection of property after removal of 9 products from the market due to containing EPS.

Recommended waiting for VBA to advise if property is on list and for inspection.

Tiles in Common Property Area

Advised tile and grout for common property area looking very poor. Always appears dirty. Needs specialist equipment to provide industrial clean – which Mustafa has.

Requested for Mustafa to quote to clean Biannually/quarterly – and quote to be provided to committee to approve.

Storage Cupboard in Common area

Enquiry was made in regard to locked storage cupboard on the ground floor and its current use, given that Mustafa is storing his cleaning equipment etc within the tradesmen’s toilet.

Mr Tom Aleksovski (Unit 9) advised that he holds the key to this cupboard and is using it to store his personal items.

The cupboard is common property and should not be used for personal use of any owners.

It was resolved that this cupboard should be used to store Mustafa’s cleaning products and that Tom should return his key to the Manager within 28 days.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

OWNERS CORPORATION FEES

The Manager recommended that an administrative budget of **\$96,314.00** be accepted, however the Owners Corporation resolves to adopt the Owners Corporation administrative budget for the year ending 31/12/2020 of **\$105,336.40** and to levy amounts to Lot Owners based on Lot Liability.

Subsequently, the Owners Corporation resolves that if a Special Levy is required to be raised due to insufficient funds, \$190.00 will be charged to the Owners Corporation in accordance with the Schedule 2.2 Charges.

The Owners Corporation resolves to amend the proposed administrative budget as detailed below:

Budget Item	Proposed (In AUD)	Amended (In AUD)
Automatic Door Maintenance	\$500.00	\$500.00
Cleaning	\$9,000.00	\$9,000.00
Disbursements	\$1,705.00	\$1,705.00
Electronic and Physical Archive storage	\$50.00	\$50.00
Electricity	\$3,675.00	\$3,675.00
Essential Services Compliance	\$8,000.0	\$8,000.0
Essential Services repairs	\$4,000.00	\$4,000.00
Gardening	\$1,500.00	\$1,500.00
Gutter Cleaning	\$770.00	\$770.00
Insurance Premiums	\$17,050.00	\$17,050.00
Legal Costs	\$9,000.00	\$9,000.00
Lift Maintenance	\$5,880.00	\$5,880.00
Management Fees	\$7,800.00	\$7,800.00
O H & S Contractor Compliance	\$99.00	\$99.00
Repairs & Maintenance	\$13,000.00	\$23,492.40
Rubbish Bins In/Out	\$10,290.00	\$10,290.00
Schedule 2.2 - Site Visit	\$190.00	\$190.00
Schedule 2.2 Fees	\$760.00	\$760.00
Security	\$250.00	\$250.00
Security Camera Maintenance	\$320.00	\$320.00
Telephone Accounts	\$705.00	\$705.00
Window Cleaning	\$1,470.00	\$0.00
Yarra Valley Water	\$300.00	\$300.00
TOTAL	\$96,314.00	\$105,336.40

The Owners Corporation resolves that Owners Corporation Fees be increased to a level outlined below per quarter as per Lot Liability determined by the Plan of Subdivision.

Lots 1 to 15:	\$855.00
Lot 16:	\$769.50
Lots 17 to 26:	\$855.00
Lot 27:	\$769.50
Lot 28 to 31:	\$855.00

The Owners Corporation further resolves to increase the Owners Corporation Fees commencing the 1st July 2020.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

Any items of major expenditure or any shortfall in funds will require the raising of a special levy.

Owners Corporation Fees are payable quarterly in advance and due on the first day of January, April, July and October of each year.

Please note: MBCM Ringwood does not accept payment of OC Fees at the Office. Please use the DEFT payment options listed on your Fee Notice.

Legal action can also be initiated where the Owners Corporation Fees fall into arrears. The costs of the legal fees that accrue in pursuit of outstanding contributions will be attributed to the Unit Owner involved, unless otherwise ordered by VCAT and/or Magistrate Court.

Please pay Owners Corporation Fees on time to ensure contractors can attend to your property and be remunerated accordingly. Late payments require monitoring of accounts, contractors to be put on hold and costly administration time to be charged to the Unit Owner in arrears. If you require a payment plan; please feel free to contact the office.

SCHEDULE 2.2 ADDITIONAL SERVICES

The Manager advised the Meeting that, in accordance with section 2.2 of the Contract of Appointment, services provided by the Manager to the Owners Corporation that are outside the scope of standard services described in section 2.1 of the Contract of Appointment, will attract an additional fee. Examples of additional services include (but are not limited to):

- Facilitating Major Projects (maintenance, repair or replacement of Owners Corporation property works exceeding \$1,000) – 5% of total cost
- Assisting in the resolution of Building Notices and/or Building Orders
- Assisting in the resolution of Cladding Notices and/or Cladding Orders
- After Hours Meetings
- Ballots
- Essential Safety Measures (ESM) Repairs
- NBN Installation

ELECTION OF COMMITTEE & REVIEW OF DELEGATION TO COMMITTEE

In accordance with section 100 of the *Owners Corporations Act 2006 (Vic)*, the following people were elected to form the Committee.

Lot 21	MR H STOLAREK	henrystolarek@bigpond.com
25	MR W G GUY	
30	MR N J WALSH	nathanw5533@gmail.com

The Members of the Committee elected MR N J WALSH (Unit No. 30) as Chairman of the Committee.

The Members of the Committee elected MR H STOLAREK (Unit No. 21) as Secretary of the Committee.

The Owners Corporation resolves that the Committee act as the Grievance Committee.

Motion-Lot# 21		Moved-Lot# 25	
For- 9	Against- 0	Abstain- 0	Motion Carried

A Committee Instrument of Delegation was signed, and the Common Seal applied.

NEXT ANNUAL GENERAL MEETING

In accordance with the *Owners Corporations Act 2006* (Vic), section 69, the next Annual General Meeting will take place within 15 months of this Meeting, on a date to be advised.

CLOSURE OF MEETING

There being no further business the Meeting closed at 7.45 pm.

Date of Issue: 11 March 2020

14 April 2020

CLP Lawyers
23 Milton Parade
MALVERN VIC 3144

BY EMAIL: Mark@cplawyers.com.au

ABN 51 537 426 182

Contact

Gerard Nymyer
Special Counsel
gnymyer@moray.com.au

Partner

James Collier

Our reference

JTC:GEN:411469

Dear Mark

Builder: Exton Developments Pty Ltd
Property: 2-4 Acacia Court, Ringwood VIC 3134
Claimants: Owners Corporation PS702159X and the Lot Owners
VMIA Claim Numbers: 3971, 3972, 3973, 3974, 4246, 3975, 3977, 3978, 3979, 3988, 3992, 4228, 4230, 4232, 4234, 4236, 4238, 4240, 4242, 4244, 4246, 4248, 4250, 4252, 4254, 4256, 4258, 4260, 4262, 4264, 4266 & 4974

1. As you are aware, we act for the VMIA in relation to claims for indemnity (**'the Claims'**) you have lodged on behalf of Owners Corporation PS702159X and the lot owners for loss arising from defects and incomplete works performed by Exton Developments Pty Ltd (**'the Builder'**) in the construction of a 31 unit development (**'the Works'**) at 2-4 Acacia Court, Ringwood (**'the Development'**).
2. On 20 June 2019, our client issued a decision based upon the documents your clients have provided to us in respect of the claims. You have since provided a range of further documents and based upon the review of those documents, we are instructed to issue the following revised decision.

Decision

Accepted items

3. Our client now accepts liability for the following items:
 - (a) Items 1, 2 and 3; and
 - (b) Items 82, 83, 84, 85, 86, 91, 94, 112, 116, 117, 133, 134, 135, 136.
4. We note that your clients have not sought a review of several items concerning balcony leaks. Notwithstanding this, our client is eager to progress this matter and has agreed to accept the leaking balconies in unit 14 (item 87), 17 (item 97), 18 (item 101), 19 (item 106), 23 (item 141), 24 (item 144), 28 (item 183), 30 (item 189) and 31 (item 194) and the resultant water damage.

LEVEL 6, 505 LITTLE COLLINS STREET, MELBOURNE VIC 3000
PO BOX 254, COLLINS STREET WEST VIC 8007 | DX 339 MELBOURNE VIC
T +61 3 9600 0877 | F +61 3 9600 0894

.....
moray.com.au

Sydney Melbourne Brisbane Canberra Newcastle Perth

Denied items

5. We are instructed that our client maintains its denial of the following items.

Item 69 (unit 9)

6. Item 69 concerns the allegation that water is leaking from the unit 9 balcony into the basement. Your clients have provided the Hawthorn Consulting report dated 20 May 2015 which suggests that this balcony (and the unit 8 balcony) is leaking into the basement. Our client's consultant found no evidence of water leaking into the basement from the balconies of unit 8 or 9. Accordingly, our client has not changed its decision on this item. We note though our client has already accepted liability for these balconies on the basis they are leaking into the respective units. Accordingly, if there is water leaking into the basement because of these balconies then those leaks may be rectified by the proposed rectification of these balconies. However, as our client's consultant was not able to observe any water ingress into the basement from these balconies, we do not make any representation or guarantee that the proposed scope will rectify the alleged water ingress into the basement (if any).

Items 113-115 (unit 20)

7. These items concern alleged defective window flashing. You have provided a report prepared by Hawthorn Consulting to substantiate these items. However, while the report states that it is "critical" that window flashings are installed correctly, it does not go so far as to say that the window flashings are not installed correctly.

Items 123, 124, 125, 126 and 132 (unit 21)

8. Items 123 to 126 relate to damage caused by the leaking balcony which our client has already accepted. Item 132 was described as damage to the balcony ceiling which was denied. Your clients say that item 132 relates to water damage to the ceiling of the apartment. Damage to ceiling of the apartment was accepted as part of item 121.

Items 159, 161, 162, 163, 164 (unit 26)

9. These items relate to water ingress damage in unit 26. Our client has already accepted liability for the leaking balcony and leaking roof. We note that our client's consultant did not observe any damage because rectification works were already underway. You client has provided invoices for internal rectification work done to unit 26. However, these invoices were addressed to CHU insurance. Accordingly, we do not see how our client could be liable for this when your clients have not incurred this loss.

Future Conduct

10. Our client has instructed us to address the accepted leaking balconies and leaking roof (and other accepted water ingress items) as a priority. To this end, we are instructed to brief our client's building consultant to attend site with its panel builders to prepare tenders for the rectification works. We are instructed to request that your clients source a builder to also attend the joint inspection with a view to preparing a tender.

Appeal rights

11. Should your clients disagree with any part of this decision on the claims, please contact Gerard Nymyer of our office on (03) 9600 0877 in the first instance. Your clients also have a right of appeal to the Victorian Civil & Administrative Tribunal. Please note that if your clients wish to appeal the decision to the Tribunal, then under the *Domestic Building Contracts Act*, your clients must lodge an application with the Tribunal no later than 28 days after receipt of this letter.
12. This decision is based on facts presently known. Our client reserves the right to vary or amend its decision for any reason whatsoever, even if the reason for varying or amending

the decision is not due to its understanding of the facts on which this decision was based having changed.

Yours faithfully
MORAY & AGNEW

A handwritten signature in blue ink, appearing to read "Moray Agnew". The signature is written in a cursive style with a large initial 'M' and 'A'.

Owners Corporations Regulations 2018
S.R. No. 154/2018

Schedule 2 – Model Rules for an Owners Corporation – Effective 2nd December 2018

Regulation 11

1. Health, Safety and Security

1.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

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

1.2 Storage of Flammable Liquids and Other Dangerous Substances and Materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste Disposal

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

2. Committees and Sub-Committees

2.1 Functions, Powers and Reporting of Committees and Sub-Committees

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

3. Management and Administration

3.1 Metering of Services and Apportionment of Costs of Services

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

4. Use of Common Property

4.1 Use of Common Property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and Parking on Common Property

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

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

4.3 Damage to Common Property

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

5. Lots

5.1 Change of Use of Lots

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

Example

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

5.2 External Appearance of Lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring Notice to the Owners Corporation of Renovations to Lots

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

6. Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Invitees on Common Property

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

6.2 Noise and Other Nuisance Control

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

7. Dispute Resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the
- (6) dispute comes to the attention of all the parties.
- (7) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (8) 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.
- (9) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Property Report

from www.land.vic.gov.au on 12 May 2020 03:30 PM

Address: UNIT 16/2-4 ACACIA COURT RINGWOOD 3134

Lot and Plan Number: Lot 16 PS702159

Standard Parcel Identifier (SPI): 16\PS702159

Local Government (Council): MAROONDAH **Council Property Number:** 251668

Directory Reference: Melway 49 G7

Note: There are 32 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.

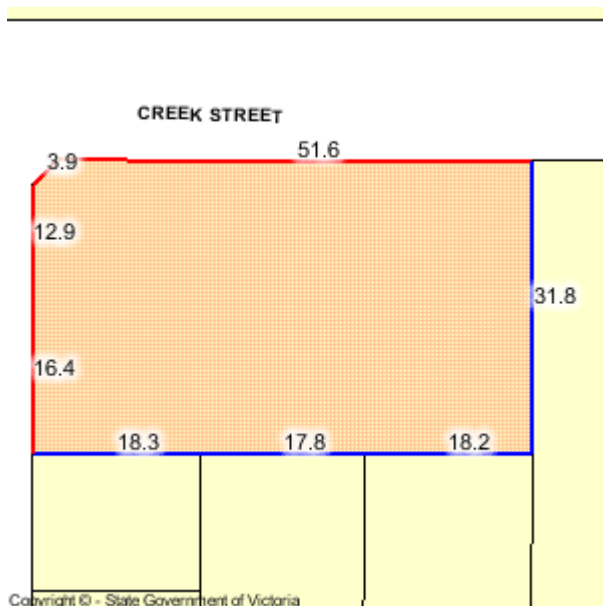
This property is not in a designated bushfire prone area.

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

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

Site Dimensions

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



Area: 1732 sq. m

Perimeter: 171 m

For this property:

— Site boundaries

— Road frontages

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

1 dimension shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

State Electorates

Legislative Council: EASTERN METROPOLITAN

Legislative Assembly: RINGWOOD

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: Yarra Valley Water

Melbourne Water: inside drainage boundary

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

Planning information continued on next page

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Planning Zone Summary

Planning Zone: RESIDENTIAL GROWTH ZONE (RGZ)
RESIDENTIAL GROWTH ZONE - SCHEDULE 1 (RGZ1)

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 - TRAFFIC CONFLICT FRONTAGE (DDO3)
SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 (SLO4)

Areas of Aboriginal Cultural Heritage Sensitivity:

All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 7 May 2020.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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

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

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

The Planning Property Report includes separate maps of zones and overlays

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

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

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

Areas of Aboriginal Cultural Heritage Sensitivity

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

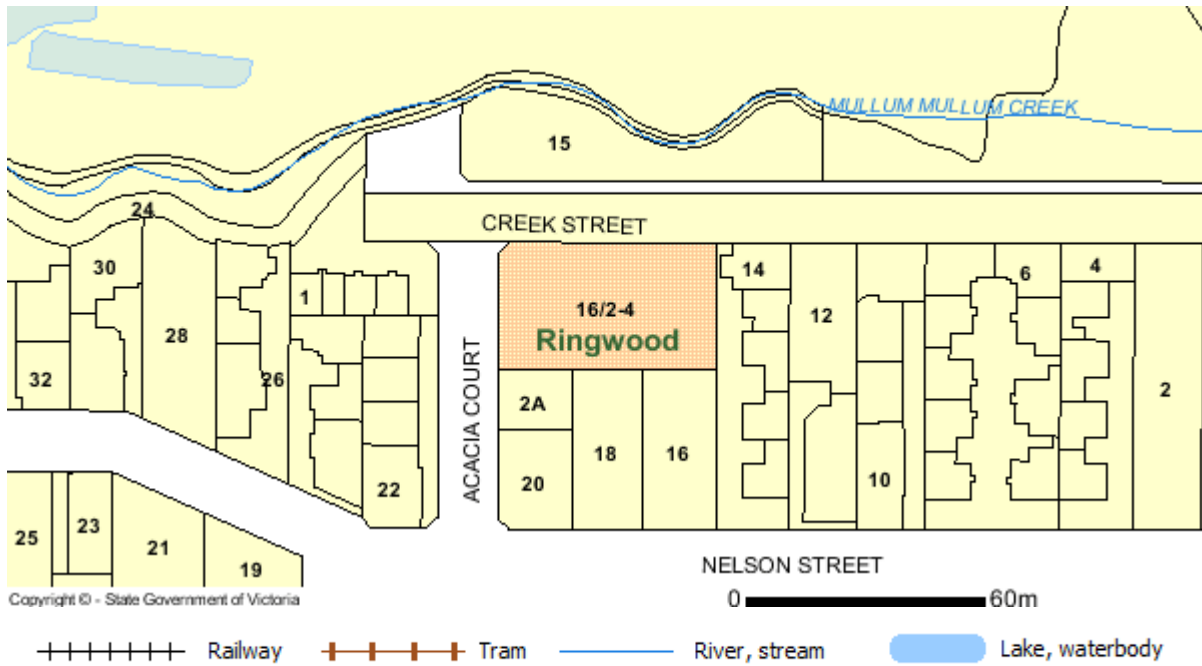
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

Area Map



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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 12 May 2020 03:31 PM

PROPERTY DETAILS

Address: **16/2-4 ACACIA COURT RINGWOOD 3134**
Lot and Plan Number: **Lot 16 PS702159**
Standard Parcel Identifier (SPI): **16\PS702159**
Local Government Area (Council): **MAROONDAH**
Council Property Number: **251668**
Planning Scheme: **Maroondah**
Directory Reference: **Melway 49 G7**

www.maroondah.vic.gov.au

[Planning Scheme - Maroondah](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

[View location in VicPlan](#)

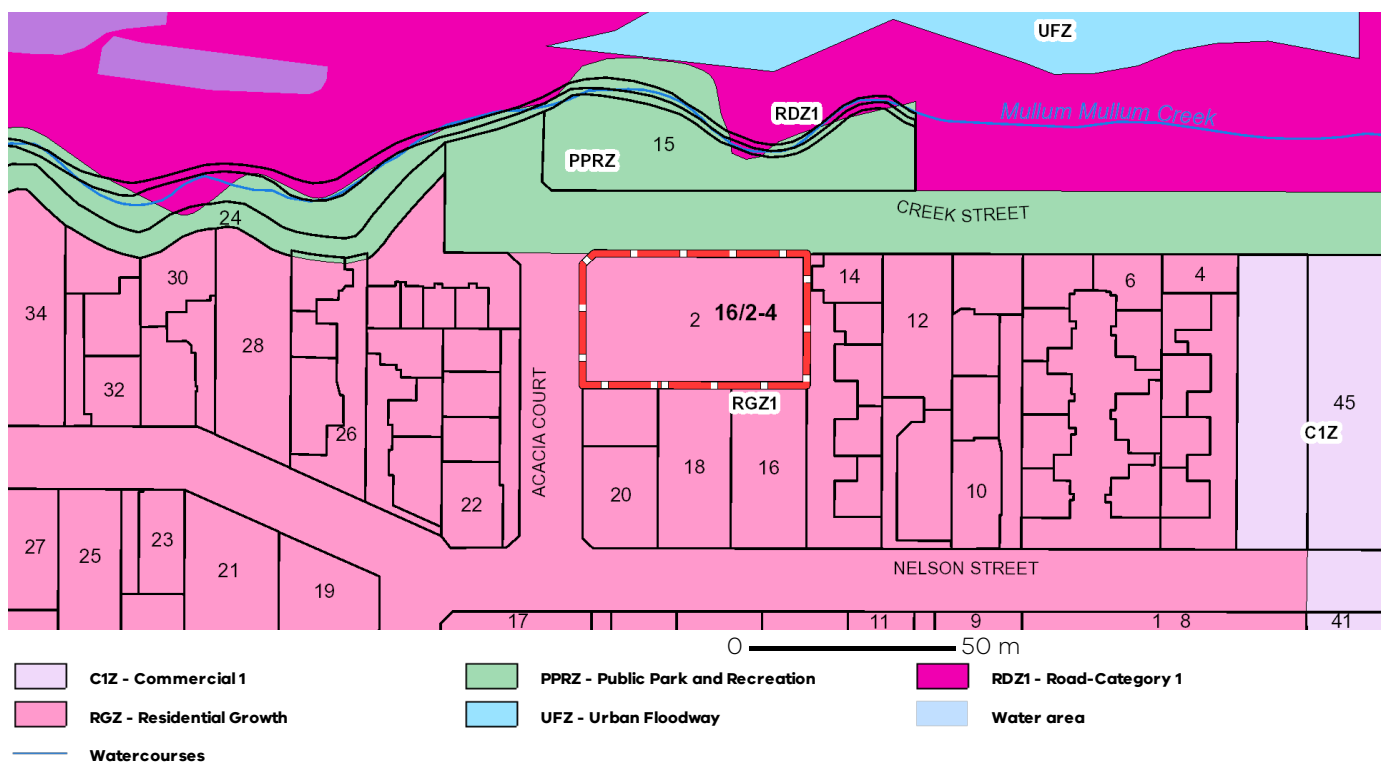
STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**
Legislative Assembly: **RINGWOOD**

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)

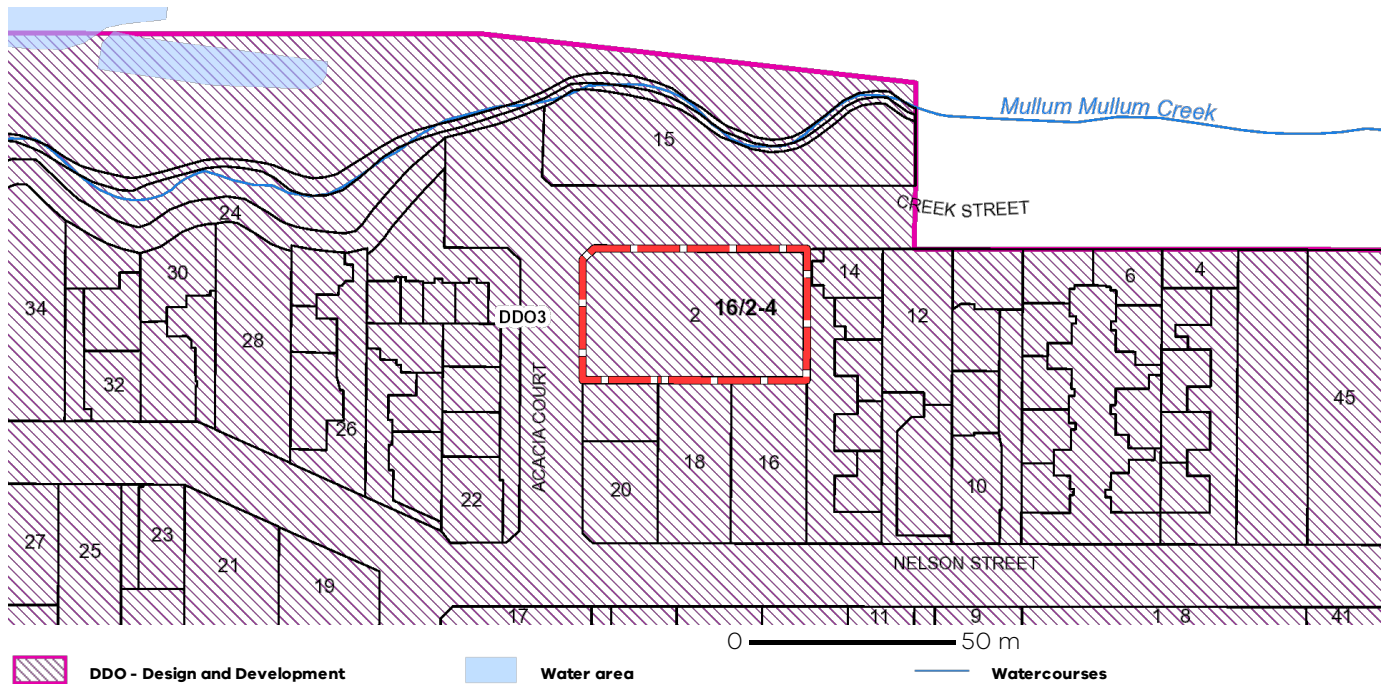


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

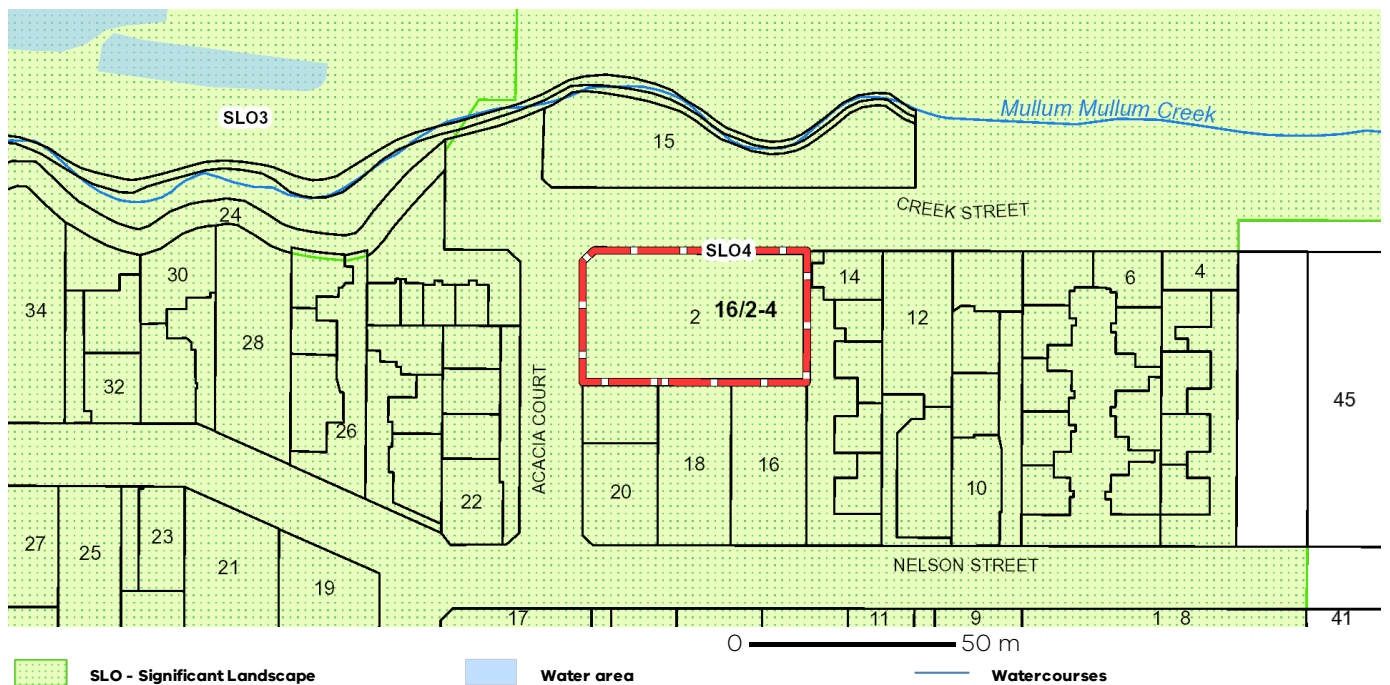
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 - TRAFFIC CONFLICT FRONTAGE (DDO3)



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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 (SLO4)



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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

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More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 7 May 2020.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may 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.maps.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.**



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <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>

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.

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.