

SARAH QUEK

to

CONTRACT OF SALE OF REAL ESTATE

Property: 14 George Road, Vermont South 3133



**FIRST LEGAL &
MIGRATION SERVICES**
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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 Real Estate

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

Property address **14 George Road, Vermont South 3133**

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on...../...../2021

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on...../...../2021

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

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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 Zenith
144 Maroondah Highway, Ringwood, VIC 3134

Email: davidv@zenithfn.com

Tel: 03 98701000 Mob: 0439 335 583 Fax: Ref:

Vendor

SARAH QUEK
14 George Road, Vermont South VIC 3133

Email:

Vendor's legal practitioner or conveyancer

First Legal & Migration Services Pty Ltd
13, 200 Queen Street, Melbourne VIC 3000

Email: chris@firstlegalmigration.com.au

Tel: +61 3 8648 6490 Mob: 0409 977 376 Fax: +61 3 8648 6480 Ref: CK:120385

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	09093	Folio	238	1	726801R
Volume		Folio			

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **14 George Road, Vermont South 3133**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

Payment (general condition 11)

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

GST (general condition 13)

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

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

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

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

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

If **'subject to lease'** then particulars of the lease are :

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

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

Special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: *It is recommended that when adding further 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

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
 - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision
- 11.3 The purchaser must pay all money other than the deposit:
- to the vendor, or the vendor's legal practitioner or conveyancer; or
 - in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- up to \$1,000 in cash; or
 - by cheque drawn on an authorised deposit taking institution; or
 - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - 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.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

Special condition 2 - Acceptance of title

General condition 12.4 is added:

- 12.4 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.

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- the price includes GST; or
 - the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

Special condition 5 – Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property 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.
- 15A.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.
- 15A.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.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this 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.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 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.
- 15B.4 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.
- 15B.5 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) ensure payment of, the amount to the Commissioner in the manner required by the pay, or 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.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 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 settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 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 of 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.
- 15B.10 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.
- 15B.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; 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.
- 15B.12 This general condition will not merge on settlement.

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in a 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.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

Special condition 8 – Electronic conveyancing

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 8.8 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.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

Special condition 10 – Bank guarantee

- 10.1 In this special 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 under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Present Condition of the Property

The Purchaser hereby acknowledges and covenants that the Purchaser has purchased the property as a result of the Purchaser's Inspection or enquiries and inquiries. The Purchaser accepts the state of repair of the property hereby sold in its present existing condition and subject to any defects (if any) whether latent or patent. The Purchaser hereby acknowledges that the Vendors (and including any person acting on behalf of the Vendors) have not made any warranty or representation to the Purchaser as to the condition or the state of repair of the property. Any improvement or improvements on the property hereby sold (which includes any improvement or improvements on the land contained within or relating to the certificate of title) which is considered by the Purchaser or any other person in any manner or for any reason not to be in compliance with any by-law of any authority or not in compliance with any building regulation or code or other law including any statute or code or regulation made pursuant to any Act of the Parliament relating to the use of or the construction of improvements on land including the property hereby sold shall not be the subject of any requisition on the Vendors' title by the Purchaser. The Purchaser must not at any time make any requisition or enquiry or inquiry or the Vendors nor claim any compensation from the Vendors or call upon the Vendors to comply with any building law code regulation or by-law in relation to any improvement on the property hereby sold.

Special condition 12 – Purchaser's Default

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date specified in the Contract for the payment of the Balance, the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor, in addition to the interest payable in accordance with the terms of the Contract:

7.1 All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;

7.2 Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for payment on the Balance;

7.3 Accommodation expenses necessarily incurred by the Vendor;

7.4 Storage and transport costs of the Vendor's furniture and other possessions;

7.5 Legal costs and expenses as between the Vendor and the Vendor's legal practitioner;

7.6 Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;

7.7 A fee of \$165.00 (inclusive of GST) on each occasion to the Vendor's solicitor being the reasonable costs for re-scheduling settlement from the due date and agreed time to such alternative date and time thereafter;

7.8 A fee of \$330.00 (inclusive of GST) to the Vendor's solicitor being the reasonable costs of each default; and

7.9. A fee of \$880.00 (inclusive of GST) to the Vendor's solicitor being the reasonable costs for each and every Notice of Rescission and/or Notice of Default prepared and served under this Contract.

7.10. The Vendor and Purchaser agree and accept that the above fees and costs to the vendor are reasonably foreseeable and a direct consequential loss suffered by the vendor as a result of the purchaser's breach of the terms of this contract and any deletion or amendment to the amounts noted above shall play no relevance in the vendor's claim for recovery at settlement of its costs resultant in the purchaser's default of any provisions of this contract.

Special condition 13 – Nomination

The purchaser may nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance and observance of all the purchaser's obligations under this contract and it shall be a condition precedent to such nomination that:

8.1 The named purchaser shall have the substitute or additional purchaser/s sign an acknowledgement of receipt of a copy of the Vendor's Statement and provide the statement to the Vendor's Solicitor or representative.

8.2 If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser/s shall deliver personal guarantee/s to the Vendor's representative signed by all the directors of the said incorporated body.

8.3 The purchaser and or its nominee shall pay the vendor's reasonably foreseeable legal fees in the amount of \$330.00 (inclusive of GST) on account of the nomination and the reasonably foreseeable costs incurred by the vendor by its solicitor ensuring compliance with the conditions of the nomination.

Special condition 14 – Bank Cheques

The Vendor may request a maximum number of ten (10) bank cheques at settlement.

14. Amendments to General Conditions

14.1 General Condition 5 is deleted.

14.2 General Condition 18 is deleted.

14.3 General Conditions 24.4, 24.5 and 24.6 are deleted.

14.4 General Condition 26 is amended by substituting 6% for 2%.

Special condition 15 – Sale by Auction

If the property is offered for sale by auction it will be offered at the Vendor's reserve price and the Rules for the conduct of the auction shall be set out in Schedule 1 of the Sale of Land Regulations 2005 or rules prescribed by regulation which modify or replace those Rules.

**Special condition 16 – IN RELATION TO THE COVID-19 HEALTH EMERGENCY:
COVID-19 (Coronavirus disease)**

The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self isolation, as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

1. For the benefit of both parties to this transaction, should either party:

- (a) Contract the Covid-19 virus;
- (b) Be placed in quarantine or isolation in the property;
- (c) Be directed to quarantine or self-isolate in the property; or
- (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above –

Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- (iii) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
- (v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land 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.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force).
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

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

(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

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

NOTICE TO PURCHASER

Pursuant to Section 14-255 Schedule 1 of the Taxation Administration

Act 1953 (Cth) (ACT)

And

Special Condition 15B

Purchaser GST Withholding Obligations

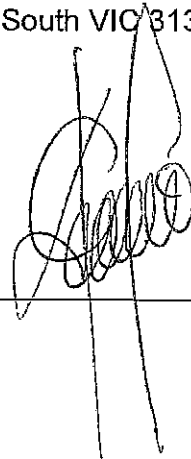
The Vendor hereby gives notice that the Vendor warrants and confirms that the Property the subject of this Contract of Sale is NOT new residential premises or potential residential land as defined in Section 14-250 of the Act and the Purchaser has no GST withholding obligations.

Vendor: Sarah Quek

Property: 14 George Road, Vermont South VIC 3133

Dated: 14 January 2021

Signed by or on behalf of the vendor/supplier:



GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
 - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
 - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the 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 the Guarantor.
3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
4. A reference to a party includes that party's successors, transferees and assigns.
5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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	14 George Road, Vermont South 3133
-------------	------------------------------------

Vendor's name	Sarah Quek	Date 15/01/2021
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

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

	To	
--	----	--

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

1.3 **Terms Contract**

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

Not Applicable.

1.4 **Sale Subject to Mortgage**

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

Not Applicable.

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

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

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:

Nil.

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:

Nil.

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*.

Not Applicable.

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 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:

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.)

Not Applicable.

13. ATTACHMENTS

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

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

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

--



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

Page 1 of 1

VOLUME 11585 FOLIO 779

Security no : 124087510369M
Produced 13/01/2021 09:36 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 726801R.
PARENT TITLE Volume 09093 Folio 238
Created by instrument PS726801R 24/07/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SARAH QUEK of 14 GEORGE ROAD VERMONT SOUTH VIC 3133
AM173519M 11/09/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM173520D 11/09/2015
ING BANK (AUSTRALIA) LTD

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

DIAGRAM LOCATION

SEE PS726801R 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: 14 GEORGE ROAD VERMONT SOUTH VIC 3133

DOCUMENT END



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Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
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1. Land/s

Land Title

Volume 11585 Folio 779

2. Estate and Interest

FEE SIMPLE

3. Transferor/s

Transferor 1

Given Name/s DHRUBA JYOTI

Family Name DAS

Transferor 2

Given Name/s SUVRA

Family Name DAS

4. Transferee/s

Transferee

Given Name/s SARAH

Family Name QUEK

5. Manner of Holding

SOLE PROPRIETOR

6. Address/es of Transferee/s

Address of Transferee

Unit Street No 14

Street Name GEORGE

Street Type ROAD

Locality VERMONT SOUTH

State VIC Postcode 3133

7. Directing Party

None

8. Consideration

\$825,000

9. Signing

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

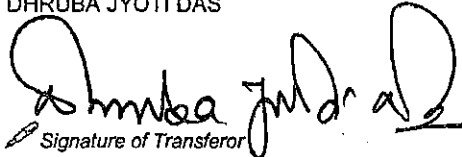
AM173519M

Transfer of Land

Section 45 Transfer of Land Act 1958


Privacy Collection Statement
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Transferor 1
DHRUBA JYOTI DAS



Signature of Transferor

Transferor Witness



Signature of Witness

(VENU KUMAR)
69, Breadyley Parkway
Point Cook, VIC 3030

10. Date

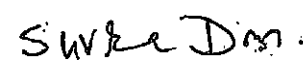
Date: (DD/MM/YYYY) 28/8/2015

11. Lodging Party

Customer Code 152284


Reference

Transferor 2
SUVRA DAS



Signature of Transferor

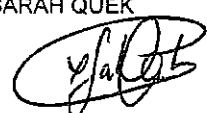
Transferor Witness



Signature of Witness

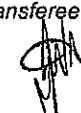
(VENU KUMAR)
69, Breadyley Parkway
Point Cook VIC-3030.

Transferee
SARAH QUEK



Signature of Transferee

Transferee Witness



Signature of Witness

AM173519M

Transfer of Land

Section 45 Transfer of Land Act 1958

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Land Registration Services
Land Victoria
Level 9, 570 Bourke Street
Melbourne Vic 3000

2. By mail (*extra fee applies*)

Land Registration Services
Land Victoria
PO Box 500
East Melbourne Vic 8002
Or DX 250639 Melbourne

Duty Use Only



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AM173520D

Mortgage

Section 74 Transfer of Land Act 1958

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1. Land/s

Land Title

Volume 11585 Folio 779

2. Estate and Interest

Fee Simple

3. Memorandum of common provisions

MCP Number AA2037

4. Mortgagor/s

Mortgagor

Given Name/s SARAH

Family Name QUEK

5. Mortgagee/s

Mortgagee

Name ING BANK (AUSTRALIA) LTD

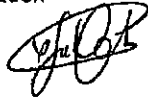
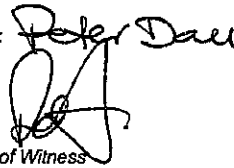
ACN 0 0 0 8 9 3 2 9 2

Australian 229823

Credit Licence

6. Signing

The mortgagor mortgages to the mortgagee the estate and interest specified in the land described subject to the encumbrances affecting the land including any created by dealing lodged for registration before the lodging of this mortgage. The mortgagor covenants with the mortgagee that the provisions of the Memorandum of Common Provisions (MCP) referred to in this mortgage and retained by the Registrar of Titles form part of this mortgage.

Mortgagor Sarah Quek

Signature of Mortgagor
Witness Full Name: Peter Dau

Signature of Witness

7. Date

Date: (DD/MM/YYYY)

15/08/2015

8. Lodging Party

Customer Code 15228H

Reference 663539161

You may lodge this form in two ways:

1. In person

Land Registration Services
Land Victoria
Level 9, 570 Bourke Street
Melbourne Vic 3000

2. By mail (extra fee applies)

Land Registration Services
Land Victoria
PO Box 500
East Melbourne Vic 8002
or DX 250639 Melbourne



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Document Type	Plan
Document Identification	PS726801R
Number of Pages (excluding this cover sheet)	3
Document Assembled	13/01/2021 09:47

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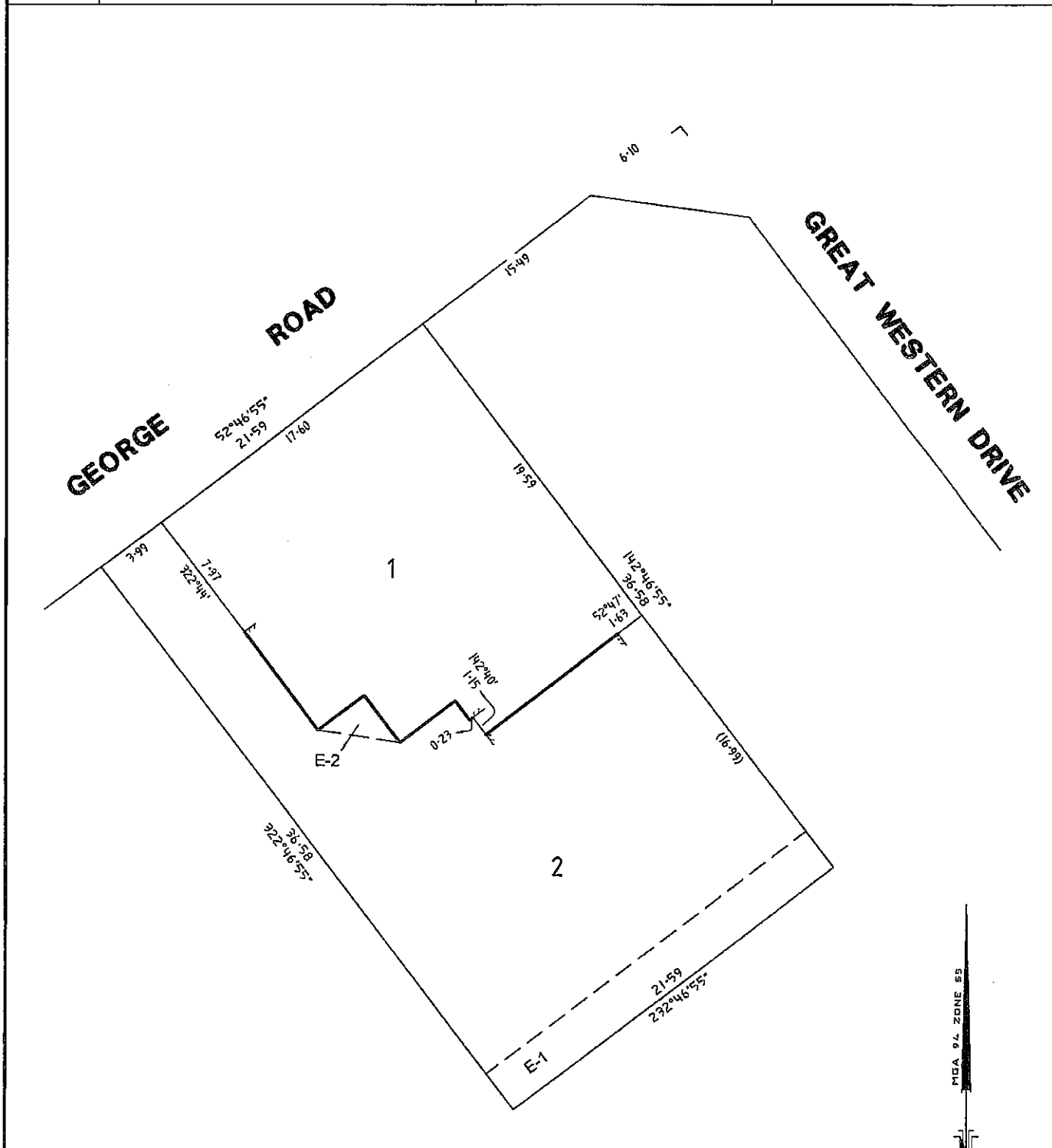
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Signed by Council: Whitehorse City Council, Council Ref: WH/2014/189, CRT/5623, Original Certification: 28/01/2015, S.O.C.: 20/05/2015

PLAN OF SUBDIVISION		STAGE NO. -----	LRS use only. EDITION 1	Plan Number PS 726801 R	
Location of Land Parish: NUNAWADING Township: ----- Section: 111 (PART) Crown Allotment: ----- Crown Portion: ----- Title Reference: VOL 9093 FOL 238 Last Plan Reference: LOT 55 ON LP 99763 Postal Address: 14 GEORGE ROAD, VERMONT SOUTH 3133 MGA Co-ordinates E 341048 Zone: 55 N 5809170		Council Certificate and Endorsement Council Name: WHITEHORSE 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 Reserve					
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					
Boundaries shown as thick, continuous lines are defined by buildings. Location of Boundaries defined by buildings EXTERIOR FACE: All boundaries					
Survey This plan is based on survey. This survey has been connected to permanent mark No(s) 485,487,488,512 In Proclaimed Survey Area No. 21					
Easement Information					
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				LRS use only	
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.				Statement of Compliance/ Exemption Statement	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE & SEWERAGE	2.44	LP 99763	LOTS ON LP 99763	
E-1	SEWERAGE	2.44	THIS PLAN	YARRA VALLEY WATER	
E-2	FLOW OF LIGHT & AIR	SEE DIAG.	THIS PLAN	LOT 1 ON THIS PLAN	
				Received <input checked="" type="checkbox"/>	
				Date 7/7/2015	
				LRS use only	
				PLAN REGISTERED	
				TIME 4:17 PM	
				DATE 24/7/2015	
				Laura Campbell Assistant Registrar of Titles	
				Sheet 1 of 2	
 A LINE SURVEYING LICENSED LAND SURVEYORS 109 BEDFORD ROAD, EAST RINGWOOD 3135. PH 9870 6443 FAX 9879 3740 Email : admin@alinesurveying.com.au		LICENSED SURVEYOR : CLAUDIO DARIO Signature ..DIGITALLY SIGNED..... Date / / REF. 8465 VERSION 3 23-12-14 TC			Date / / Council Delegate Signature Original sheet size A3

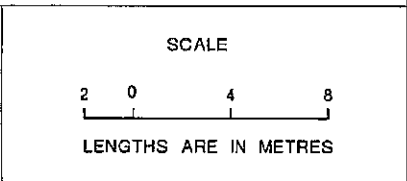
Signed by Council: Whitehorse City Council, Council Ref: WH/2014/189, CRT/5623, Original Certification: 28/01/2015, S.O.C.: 20/05/2015

PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS 726801 R
----------------------------	--------------------	-----------------------------------



A LINE SURVEYING
 LICENSED LAND SURVEYORS
 109 BEDFORD ROAD,
 EAST RINGWOOD 3135.
 PH 9870 6443 FAX 9879 3740
 Email : admin@alinesurveying.com.au

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:200	A3



LICENSED SURVEYOR :	CLAUDIO DARIO
Signature	Date / /
REF. 8465	VERSION 3
	23-12-14 TC

Sheet 2
Date / /
Council Delegate Signature

Plan of Subdivision PS726801R
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011


SPEAR Reference Number: S048864V
Plan Number: PS726801R
Responsible Authority Name: Whitehorse City Council
Responsible Authority Reference Number 1: WH/2014/189
Responsible Authority Reference Number 2: CRT/5623
Surveyor's Plan Version: 3

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 not been made at Certification

Digitally signed by Council Delegate: Aileen Lam
Organisation: Whitehorse City Council
Date: 28/01/2015



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Christopher Karamanolis
unknown
AU_VIC 3000

Client Reference: 120385

NO PROPOSALS. As at the 13th January 2021, 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®.

14 GEORGE ROAD, VERMONT SOUTH 3133
CITY OF WHITEHORSE

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

Date of issue: 13th January 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 44402865 - 44402865093621 '120385'

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

708811

APPLICANT'S NAME & ADDRESS

CHRISTOPHER KARAMANOLIS C/- ABR
MELBOURNE

VENDOR

QUEK, SARAH

PURCHASER

REFERENCE

120385

This certificate is issued for:

LOT 1 PLAN PS726801 ALSO KNOWN AS 14 GEORGE ROAD VERMONT SOUTH
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 5
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9

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

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

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

13 January 2021

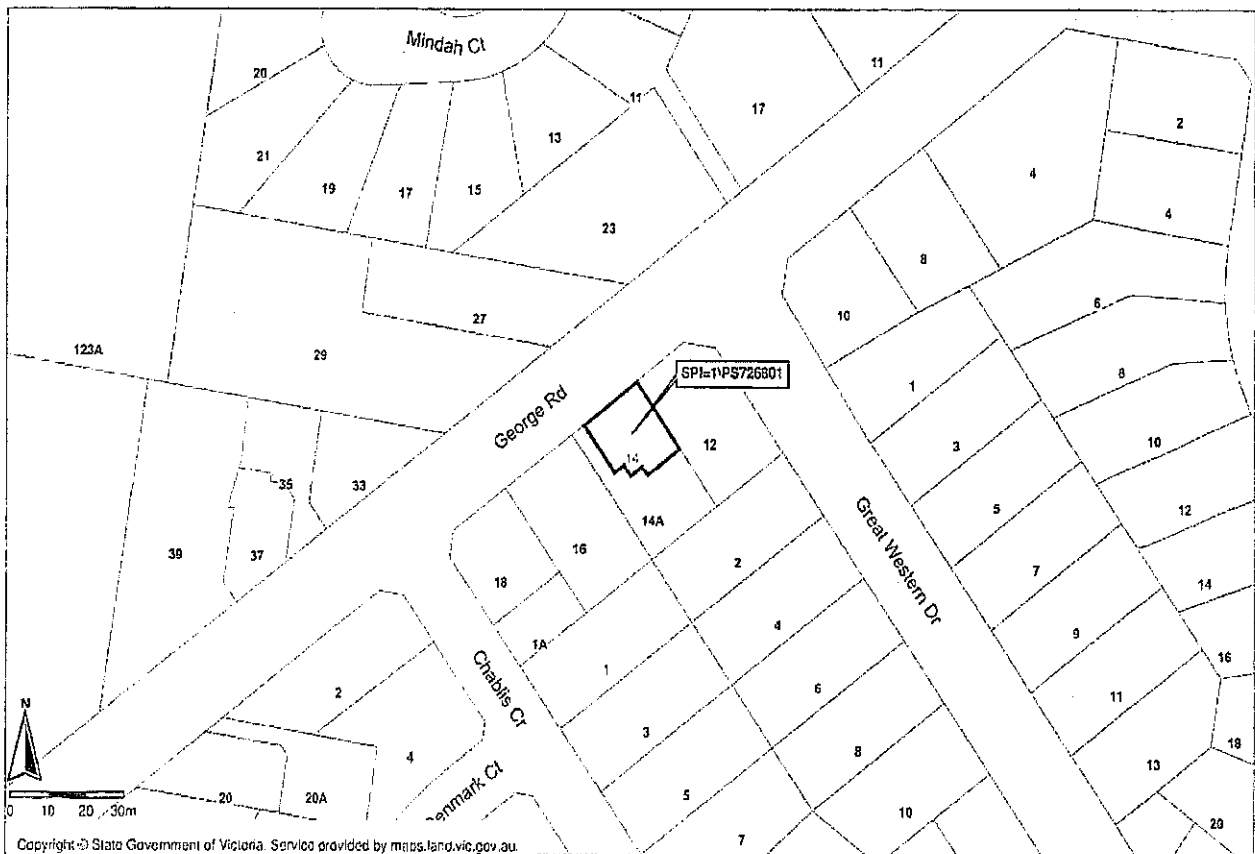
Hon. Richard Wynne MP
Minister for Planning

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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



PLANNING PROPERTY REPORT

PROPERTY DETAILS

Address: **14 GEORGE ROAD VERMONT SOUTH 3133**
Lot and Plan Number: **Lot 1 PS726801**
Standard Parcel Identifier (SPI): **1\PS726801**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **269499**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 62 K6**

www.whitehorse.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/whitehorse

UTILITIES

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

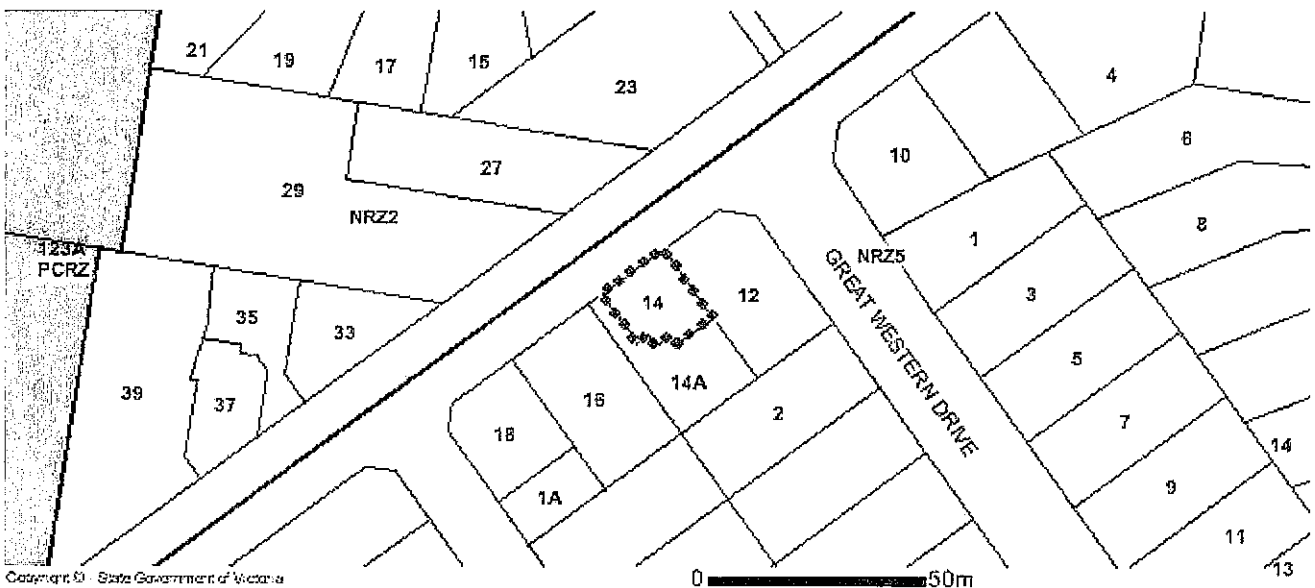
STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**
Legislative Assembly: **FOREST HILL**

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 5 (NRZ5)



NRZ - Neighbourhood Residential PCRZ - Public Conservation & Resource

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

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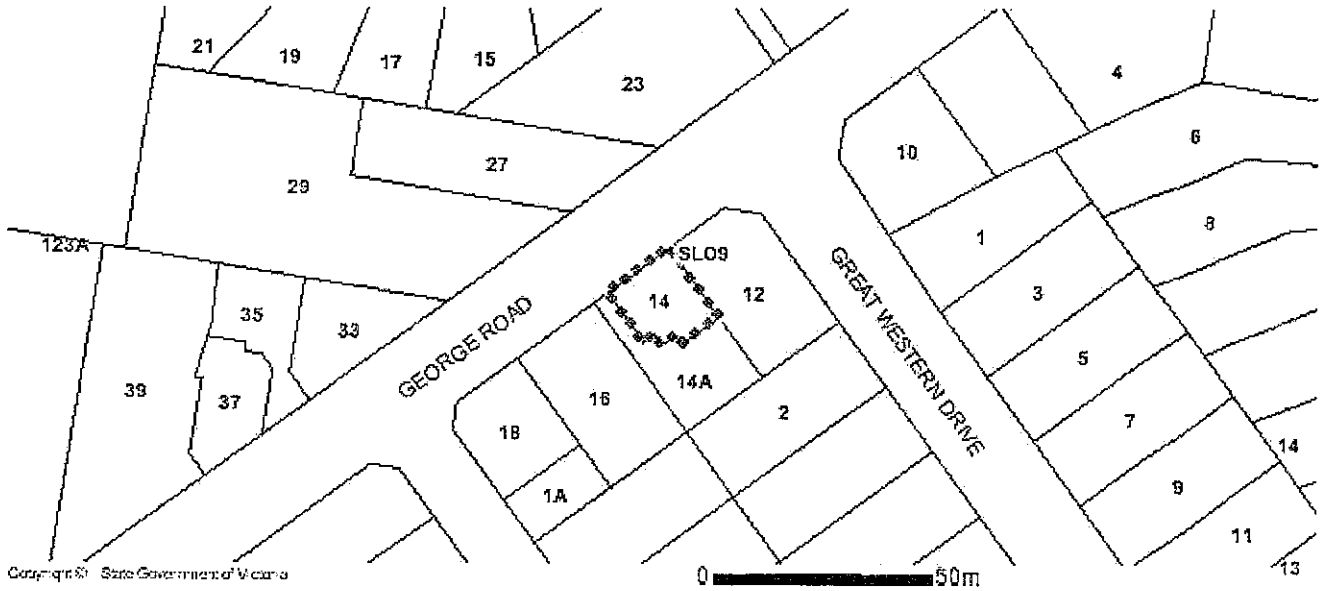
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



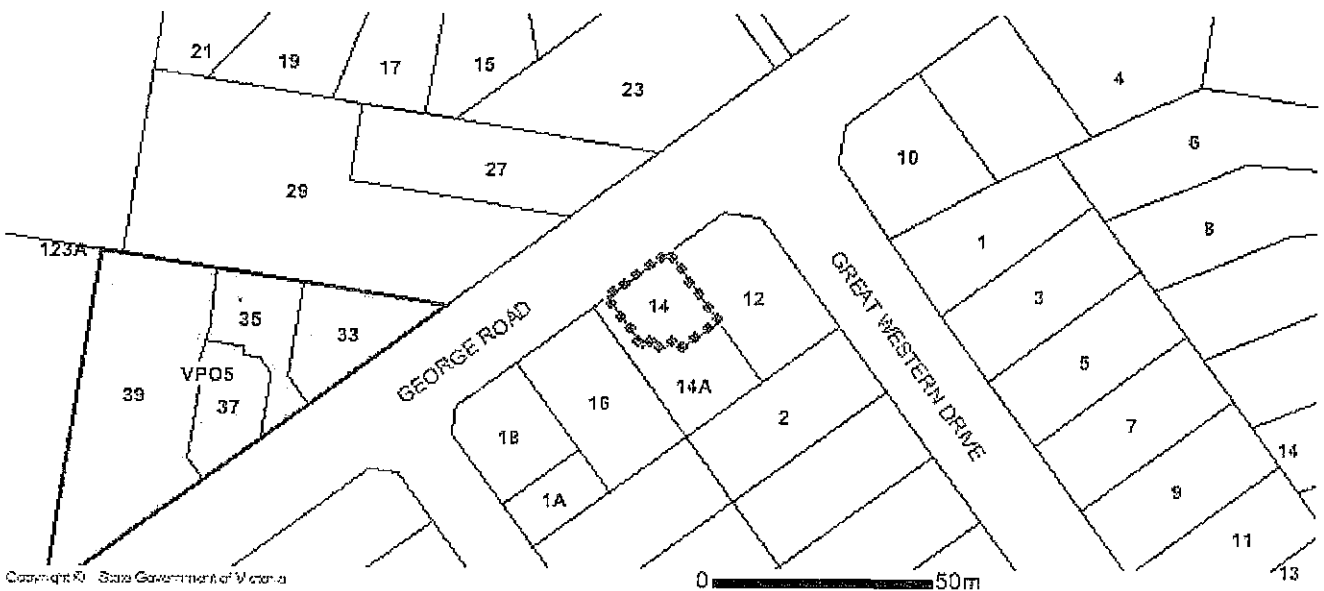
SLO - Significant Landscape

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

VEGETATION PROTECTION OVERLAY (VPO)



VPO - Vegetation Protection

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

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Further Planning Information

Planning scheme data last updated on 7 January 2021.

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 <http://mapshare.maps.vic.gov.au/vicplan>

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

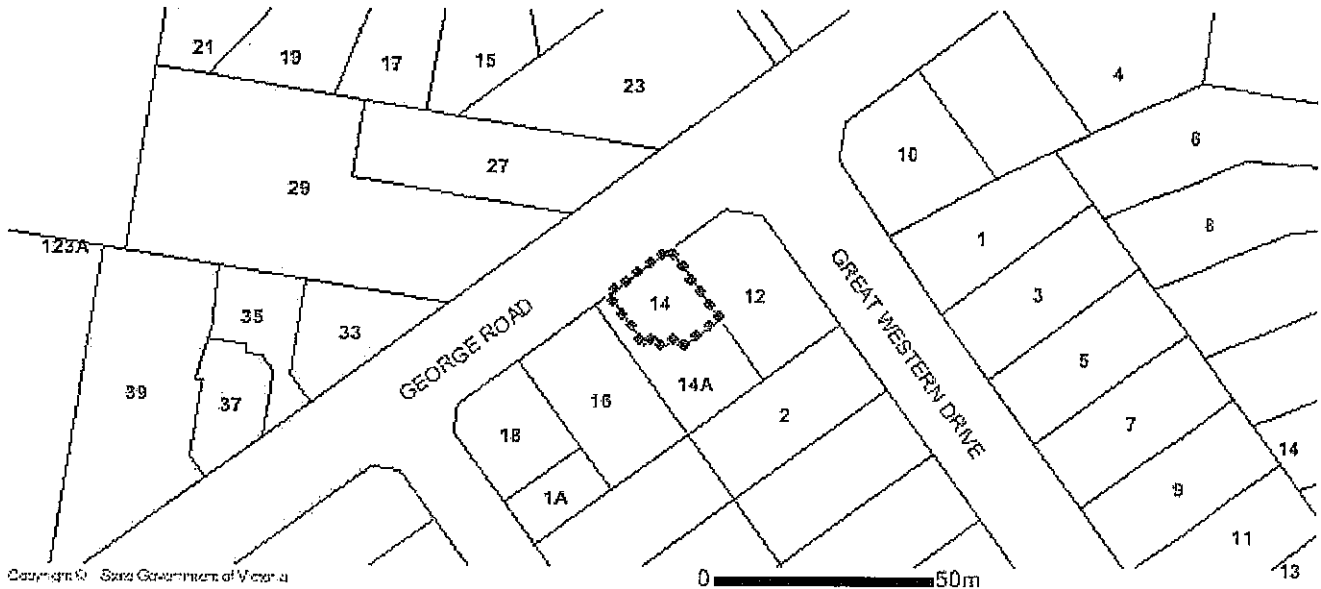
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Designated Bushfire Prone Area

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



Designated Bushfire Prone Area

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

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

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.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 www.vba.vic.gov.au

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

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

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YARRA VALLEY WATER
ABN 83 056 932 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

13th January 2021

Christopher Karamanolis C/- ABR
LANDATA

Dear Christopher Karamanolis C/- ABR,

RE: Application for Water Information Statement

Property Address:	14 GEORGE ROAD VERMONT SOUTH 3133
Applicant	Christopher Karamanolis C/- ABR LANDATA
Information Statement	30573216
Conveyancing Account Number	7959580000
Your Reference	120385

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 83 056 502 901

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Encumbrance

Property Address	14 GEORGE ROAD VERMONT SOUTH 3133
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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

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



YARRA VALLEY WATER
ABN 93 058 802 801

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Encumbrance

Property Address	14 GEORGE ROAD VERMONT SOUTH 3133
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

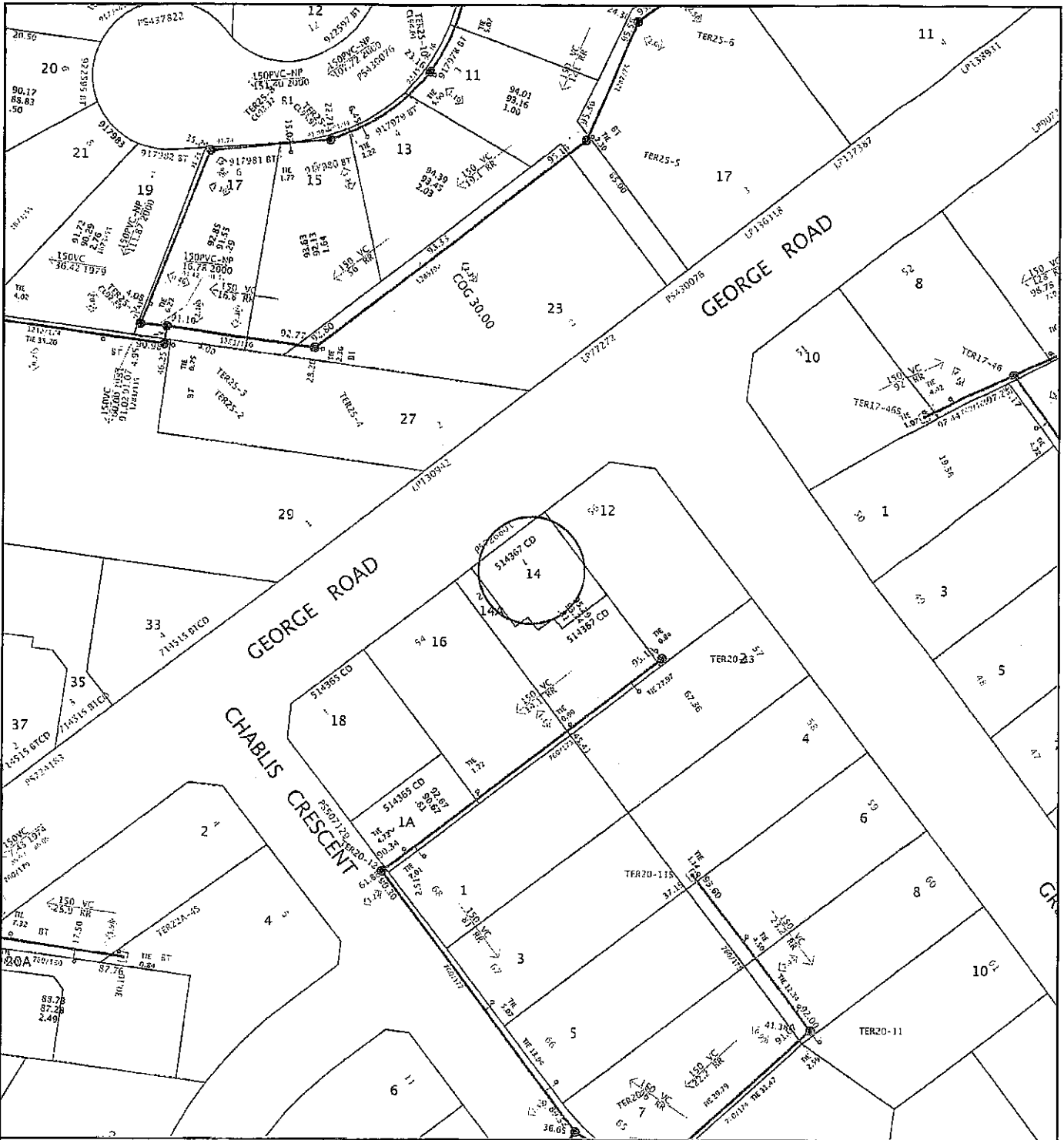
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



Yarra Valley Water Information Statement Number: 30573216	Address	14 GEORGE ROAD VERMONT SOUTH 3133		 N	 Yarra Valley Water ABN 93 066 902 501
	Date	13/01/2021			
	Scale	1:1000			
Existing Title Access Point Number GLV2-42 Proposed Title Sewer Manhole Easement Sewer Pipe Flow Existing Sewer Sewer Offset <1.00> Abandoned Sewer Sewer Branch	MW Drainage Channel Centreline MW Drainage Underground Centreline MW Drainage Manhole MW Drainage Natural Waterway	Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;			



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ABN 93 066 902 501

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Miteham Victoria 3132

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yvw.com.au

Christopher Karamanolis C/- ABR
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4949296069
Rate Certificate No: 30573216

Date of Issue: 13/01/2021
Your Ref: 120385

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
14 GEORGE RD, VERMONT SOUTH VIC 3133	1\PS726801	5086970	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2021 to 31-03-2021	\$19.26	\$19.26
Residential Water Usage Charge <i>Step 1 – 32.000000kL x \$2.64460000 = \$84.63</i> Estimated Average Daily Usage \$0.96	20-07-2020 to 16-10-2020	\$84.63	\$0.00
Residential Sewer Service Charge	01-01-2021 to 31-03-2021	\$113.00	\$113.00
Residential Sewer Usage Charge <i>32.000000kL x 0.945728 = 30.263299 x 0.900000 = 27.236969 x \$1.14260000 = \$31.12</i> Estimated Average Daily Usage \$0.35	20-07-2020 to 16-10-2020	\$31.12	\$0.00
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$0.00
Drainage Fee	01-01-2021 to 31-03-2021	\$25.72	\$25.72
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$157.98
Total Due			\$157.98

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER
RETAIL SERVICES

Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of

this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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



YARRA VALLEY WATER
ABN 93 056 902 591

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5086970

Address: 14 GEORGE RD, VERMONT SOUTH VIC 3133

Water Information Statement Number: 30573216



Bill Code: 314567
Ref: 49492960696



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

Amount
Paid

Date
Paid

Receipt
Number

Please Note: BPAY is available for individual property settlements.



Property No: 5086970

Address: 14 GEORGE RD, VERMONT SOUTH VIC 3133

Water Information Statement Number: 30573216

Cheque Amount: \$



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

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

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

ABN: 39549568822

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 2415
Date of Issue: 13 January 2021
Applicant's Reference: 44402865-012-8:20071

LANDATA
2 Lonsdale Street
MELBOURNE VIC 3000

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

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Assessment Number: 10058925	Check Digit: 8
Property Description: Lot 1 PS 726801	
Property Address: 14 George Road, VERMONT SOUTH VIC 3133	

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

Site Value:	\$365,000
Capital Improved Value:	\$885,000
Net Annual Value:	\$44,250

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2021 DECLARED BY COUNCIL 22 JUNE 2020

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2021

General Rates	1,516.55
FSPL Fixed Charge	113.00
FSPL Variable Rate	47.75
TOTAL CURRENT LEVIED	\$1,677.30

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING \$838.00

FOR PAYMENT INFORMATION SEE BACK PAGE

NOTE:

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

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

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

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

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

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

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

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

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

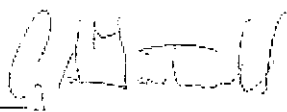
To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lobby-and-apply> or call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

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

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

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

COMMENTS:

Authorised Officer:  _____

Payment of rates and charges outstanding can be made by:

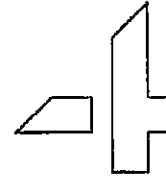
- Bpay – Biller Code: 18325 Reference Number: 0100589258
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

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

BUILDING PERMIT

Form 2 Building Act 1993 Building Regulations 2006 - Regulation 319

Permit No: 27484 20142056/0



GROUP FOUR
BUILDING SURVEYORS

Issued To:

Metricon Homes (Dual Occ)
501 Blackburn Road
MOUNT WAVERLEY, VIC 3149
Phone: (03) 9915-5555

Builder:

Metricon Homes (Dual Occ)
501 Blackburn Road
BLACKBURN, VIC 3130

City/Shire:

Whitehorse

Ownership:

Mr D & Mrs S Das
3/1-3 Boronia Road
VERMONT, VIC 3133

Property Address:

(Lot 55a) 14a George Road, VERMONT SOUTH 3133

Project Description:

Construction of Detached dwelling (1ai) - Single storey dwelling and garage

Title Details: LP/PS: 099763, Vol: 09093, Folio: 238

Building Classification:

1ai

Stage of work permitted: As shown on the approved plans

Existing dwellings: 0 Demolished dwellings: 0 Constructed dwellings: 1

Total new floor area (m2): 150.6 Cost of building work: \$208,113.00

Practitioners:

Chao Guo	EC 37903	Engaged to prepare documents	Engineer - Civil
Purna Uppuluri	EC 40771	Engaged to prepare documents	Engineer - Civil
Mario Biasin	DB-U 8929	Engaged in the building work	Builder - Domestic - Unlimited

Domestic Building Work Insurance:

Insured by: QBE residential builders warranty insurance
Policy Number: 420056327BWI-11
Policy Issued: 27-Feb-2014
9

Planning Permit Details:

Planning Permit No: WH/2012/379
Planning Permit Date: 18-Sep-2013

Required Inspections: (For Building Inspections phone (03) 9544-0544)

- Piers
- Pre Slab
- Steel
- Frame - Dom/Res
- Final - Dom/Res
- Stump Hole - Ret Wall

Building not to commence by 26-May-2015
And to be completed by 26-May-2016
An Occupancy Permit is required prior to the occupation
or use of this building.

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

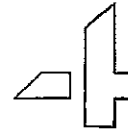
1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL reception@groupfour.com.au

49019

BUILDING PERMIT

Form 2 Building Act 1993 Building Regulations 2006 - Regulation 313

Permit No: 27484 20142056/0



GROUP FOUR
BUILDING SURVEYORS

Property Address:

(Lot 55a) 14a George Road, VERMONT SOUTH 3133

Project Description:

Construction of Detached dwelling (1a) - Single storey dwelling and garage

Documents Supporting Application:

- | <u>Document Name</u> | <u>Prepared By</u> |
|---|--------------------|
| - Section 10(2) Certification | |
| - Section 10(2) Certification | |
| - Architectural Drawings | |
| - Builders Warranty Insurance | |
| - Building Specifications | |
| - Ceiling Penetration Calculator | |
| - Certificate of Title | |
| - Drainage Design Approval | |
| - Planning Endorsed Drawings | |
| - Planning Permit | |
| - Property Information | |
| - Site Survey Plan | |
| - Soil Report | |
| - Timber Framing Specifications | |
| - Electrical Layout | |
| - Footing Probe | |
| - Application Form | |
| - Energy Rating Endorsed Drawings | |
| - Section 10(2) Certification | |
| - Section 10(2) Certification | |
| - Structural Computations | |
| - Structural Form 1507 - Dual Certification | |
| - Structural Drawings | |
| - Structural Form 1507 | |

Permit Conditions:

- All relevant Planning Conditions and covenants on title must be complied with.
- The work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress.
- There must be no unauthorized encroachment of any part of the work beyond the building alignment.
- Truss computations, certification and layouts to be submitted for approval prior to the frame inspection.
- Energy rating certificates to be submitted prior to the occupancy permit. Please supply a plumbing certificate for the installation of the solar hot water system.
- The dwelling is to be protected from Termites in accordance with AS3660.1 2000.
- A S.10 has been issued to exempt the new Smoke Alarm requirements dated 1st May 2014.
- The retaining wall approved as part of this permit to be constructed forth with.

Signed:

Building Surveyor: David Madeira

Date permit issued:

26-May-2014

Registration No:

BS-U 27484

Assessing Officer: David Madeira

Authorised:

49019

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
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BUILDING PERMIT

Form 2 Building Act 1993 Building Regulations 2006 - Regulation 313

Permit No: 27484 20142056/0



GROUP FOUR
BUILDING SURVEYORS

Property Address:

(Lot 55a) 14a George Road, VERMONT SOUTH 3133

Project Description:

Construction of Detached dwelling (1a) - Single storey dwelling and garage

Terms and Conditions

1. Role of Group Four

1.1 Professional Standard of Care

In performing the Services, Group Four shall:

- (a) exercise the degree of reasonable skill, care and diligence;
- (b) and maintain the ethical standards; normally expected of the profession of building surveyors.

1.2 Notice of Matters Likely to Change Scope or Timing of Services If Group Four becomes aware of anything which may change the scope or timing or cost of the Services, then it shall as soon as practicable give written notice to the Client. The notice shall as far as practicable contain particulars of the change.

2. Payment to Group Four for Services

2.1 Client to Make Payment

In consideration of the promise by Group Four to perform the Services, the Client promises to pay to Group Four the fees and the expenses as set out in Group Four's Letters.

2.2 Timing of Payment

At or after the time that any part of the Services are performed by Group Four, Group Four may give the Client an account for that part of the Services performed and for any expenses incurred. The Client shall pay the full amount owing in respect of each account within fourteen (14) days of issue of the account.

2.3 Interest on Overdue Payment

In addition to all other rights and remedies of Group Four, if the Client fails to pay all monies as and when due, Group Four shall be entitled to recover interest at the higher of 15% per annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

2.4 Disputed Claims

If the Client disputes the whole or any portion of the amount claimed in an account submitted by Group Four, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify Group Four in writing of the reasons for disputing the account. If it is established that some or all of the amount in dispute ought properly to have been paid at the time it was first claimed, then the Client shall pay the amount finally established together with interest on that amount in accordance with clause 3.3.

2.5 Payment of Costs if Building Works Delayed

If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by Group Four, then the Client shall pay to Group Four a reasonable sum of money to cover the consequential costs and expenses suffered by Group Four as a result of the delay.

2.6 Effect of Termination on Right to Payment

If the engagement of Group Four is terminated for any reason other than for breach of these Terms of Engagement by Group Four, then Group Four shall be entitled to pro rata payment for the Services carried out and consequential costs and expenses incurred as a result of the termination, for the period up to and including the date of termination.

2.7 Changes in Laws

If after the date of these Terms of Engagement there is any change to the laws by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by Group Four in performing the Services, then the fees and expenses otherwise payable to Group Four under these Terms of Engagement shall be increased or decreased accordingly.

3. Scope of Liability

3.1 Direct and Indirect Loss

The liability of Group Four to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise shall be limited to the direct cost of rectifying the Building Works.

3.2 Maximum Amount of Liability

The maximum liability of Group Four to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the amount of \$50,000.00.

3.3 Release

The Client releases Group Four from, and agrees that Group Four is not liable for, any liability or loss arising from or any costs incurred in connection with the Services in excess of the Group Four's liability determined in accordance with clause 4.2.

3.4 Duration of Liability

Group Four shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract tort or otherwise, at the expiration of one (1) year from the completion of the Services, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against Group Four (or any employee of Group Four) in respect of the Services after that date.

3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, Group Four does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territory Ordinance which by law cannot be excluded, restricted or modified.

3.6 Indemnity

The Client shall indemnify and keep indemnified Group Four from and against all suits, actions, claims or demands by any person for any loss, damages, expense or costs as a result of any negligence or default by the Client.

4.0 Termination of Services

4.1 Termination by Client

Subject always to the provisions of the Building Act 1983 (as amended), the Client may by notice in writing served on Group Four terminate the Group Four's engagement under these Terms of Engagement.

(a) If Group Four is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on Group Four of a notice requiring the breach to be remedied, or

(b) if the Client serves on Group Four a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

4.2 Termination by Group Four Subject always to the provisions of the Building Act 1983 (as amended), Group Four may by notice in writing served on the Client terminate Group Four's obligations under these Terms of Engagement:

(a) if the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as Group Four may allow) of the service by Group Four on the Client of a notice requiring the breach to be remedied, or

(b) if the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as Group Four may allow) of the service by Group Four on the Client of a notice requiring the breach to be remedied, or

(c) if Group Four serves Group Four on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

4.3 Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

4.4 Work-in-Progress

If Group Four's obligations are terminated, then the Client shall pay for all work-in-progress performed by Group Four up until the date of termination.

5. General Matters

5.1 Transfer and Assignment

(a) Group Four and the Client each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of these Terms of Engagement.

(b) Neither Group Four nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.

(c) Nothing contained in this Clause shall prevent Group Four from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

5.2 Consultants

If circumstances arise which require the services of a specialist or expertise outside the field of Group Four, then Group Four may with the prior approval of the Client engage the appropriate consultant. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

6. Definitions and Interpretation

6.1 Definitions

Except where the context requires otherwise: "the Client" means the owner of the Property and to the extent appropriate includes the agents (including the builder), officers and employees of the owner, "fees", "expenses" and "Services" means the fees, expenses and Services referred to in Group Four's Letters to the Client, "Group Four's Letters" means Group Four's correspondence setting out its proposal to the Client and its confirmation of its engagement by the Client, "Building Works", "owner" and "Property" mean the Building Works, owner and Property described on the Application for the Building Permit.

Severability The parties agree that a construction of these Terms of Engagement that results in all the provisions being enforceable is to be preferred to a construction that does not so result. If, however, a provision of these Terms of Engagement is illegal or unenforceable, then

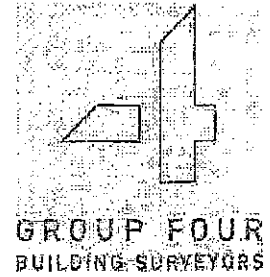
(a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed, and

(b) in any other case, the whole provision is severed, and the remainder of these Terms of Engagement continue in force.

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL reception@groupfour.com.au

49019



Property Details:

(Lot 55a) 14a George Road, VERMONT SOUTH 3133

Title Details: LP/PS: 099763, Vol: 09093, Folio: 238

City/Shire: Whitehorse

Project Description:

Construction of Detached dwelling (1ai) - Single storey dwelling and garage

Building Details:

<u>Part of Building</u>	<u>Permitted Use</u>	<u>BCA Class</u>	<u>Max permissible floor loading</u>
Single storey dwelling and garage	Residential	1ai	1.50

Other Conditions:

- All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
- All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil; or 50mm to paving with a roof cover.
- All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.
- External steps & landings to be maintained to comply with BCA 3.9. All paving to be completed within 6 months & ensure a max step of 190mm to the dwelling.

Suitability for Occupation:

The building or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

Signed:

Handwritten signature of David Madeira

Building Surveyor:

David Madeira

Registration No:

BS-U 27484

Date of OP inspection:

02-Feb-2015

Date of issue:

27-Feb-2015

49019

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL reception@groupfour.com.au

CITY OF



WHITEHORSE

Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading DC VIC 3131
DX13209 MITCHAM

ABN: 39-549 568 822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
TTY: (03) 9262 6325
TIS: 131 450

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Wednesday, September 18, 2013

Application Number: WH/2012/379
Enquiries: Graham Scott
Telephone: 9262 6121

Impact Design Consultants
Suite 2/544-546 Mitcham Road
MITCHAM VIC 3132

Dear Sir/Madam,

PLANNING PERMIT

ADDRESS: 14 GEORGE ROAD, VERMONT SOUTH (LOT 55 LP 99763)

I refer to the above Planning Application. The Victorian Civil & Administrative Tribunal has advised Council that no appeal has been lodged against the decision.

Please find enclosed the Planning Permit, containing certain conditions.

I draw your attention to Condition 1, which may require plans to be resubmitted with changes. Until the plans are submitted to Council's satisfaction, the Planning Permit cannot be acted on.

In addition, please make sure you are familiar with all of the conditions before you act on the Planning Permit.

You may also need Building, Engineering or other approvals from Council, and you should ensure that these matters are attended to before acting on this Planning Permit.

Yours faithfully

Graham Scott
Principal Planner
Planning and Building Department

City of Whitehorse

PLANNING PERMIT

Permit Number: WH/2012/379
Planning Scheme: Whitehorse
Responsible Authority: City of Whitehorse

ADDRESS OF THE LAND

14 George Road, VERMONT SOUTH (LOT 55 LP 99763)

THE PERMIT ALLOWS

Construction of two single storey dwellings, generally in accordance with the endorsed plans and subject to the following conditions.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before development starts, or any trees or vegetation removed, amended plans (three copies) shall be submitted to and approved by the Responsible Authority. The plans must be drawn to scale, with dimensions, and be generally in accordance with the plans submitted with the amended plans drawn 4/6/2011 but modified to show:

- a) A landscape plan in accordance with Condition 3, including the following:
 - i. Provision of a minimum of one mid-sized canopy tree capable of reaching 6-9m at maturity in the secluded open space of each dwelling;
 - ii. Provision of an advanced upper canopy tree capable of reaching 12m at maturity in the front setback of Dwelling 1;

All of the above is to be to the satisfaction of the Responsible Authority.
Once approved these plans become the endorsed plans of this permit.

2. The layout of the site and the size, design and location of the buildings and works permitted must always accord with the endorsed plan and must not be altered or modified without the further written consent of the Responsible Authority.
3. No building or works shall be commenced (and no trees or vegetation shall be removed) until a landscape plan prepared by a suitably qualified and experienced person or firm has been submitted to and endorsed by the Responsible Authority. This plan when endorsed shall form part of this permit. This plan shall show -
 - * A survey of all existing vegetation, abutting street trees, natural features and vegetation.
 - * Buildings, outbuildings and trees in neighbouring lots that would affect the landscape design.
 - * Planting within and around the perimeter of the site comprising trees and shrubs capable of:
 - providing a complete garden scheme,
 - softening the building bulk,
 - providing some upper canopy for landscape perspective,
 - minimising the potential of any overlooking between habitable rooms of adjacent dwellings.

18 SEP 2013

Date
Planning and Environment Act 1987 Form 4


Signature for Responsible Authority

PAGE 2 OF 2 OF WH/2012/379
Condition 3 (Continued)

- * A schedule of the botanical name of all trees and shrubs proposed to be retained and those to be removed incorporating any relevant requirements of condition No. 1.
- * The proposed design features such as paths, paving, lawn and mulch.
- * A planting schedule of all proposed vegetation (trees, shrubs and ground covers) which includes, botanical names, common names, pot size, mature size and total quantities of each plant.

Landscaping in accordance with this approved plan and schedule shall be completed before the building is occupied.


Once approved these plans become the endorsed plans of this permit.

4. The garden areas shown on the endorsed plan and schedule shall only be used as gardens and shall be maintained in a proper, tidy and healthy condition to the satisfaction of the Responsible Authority. Should any tree or shrub be removed or destroyed it may be required to be replaced by a tree or shrub of similar size and variety.
5. The subject site must be drained to the satisfaction of the Responsible Authority.
6. No building or works shall be constructed over any easement without the written consent of the relevant authority.
7. The Applicant/Owner shall be responsible to meet all costs associated with reinstatement and/or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The Applicant/Owner shall be responsible to obtain an "Asset Protection Permit" from Council at least 7 days prior to the commencement of any works on the land and obtain prior specific written approval for any works involving the alteration of Council or other Public Authority assets.
8. This permit will expire if one of the following circumstances applies:
 - a) the development is not commenced within two (2) years from the date of issue of this permit;
 - b) the development is not completed within four (4) years from the date of issue of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.

18 SEP 2013

Date
Planning and Environment Act 1987 Form 4


Signature for Responsible Authority

Notes

1. All stormwater drainage within the development site and associated with the building(s) must be completed to the satisfaction of the Building Surveyor prior to the occupation of the building(s).



National Australia
Financial Management
Limited
ABN 56 000 176 116

800 Bourke Street,
DOCKLANDS VIC 3008

Telephone: 13 29 28
Facsimile: (03) 03 9224 3716

Address all
correspondence to:
NAB Insurance
Reply Paid 317
Brisbane QLD 4001

3 March 2016

Certificate of Currency

Dear Mr DAS

We are pleased to confirm insurance for Mr DAS. This insurance is for a period of 12 months and expires on 06/03/2016 at 4:00pm.

Client:	Mr DHRUBA J DAS
Insured(s):	DHRUBA DAS
Policy Number:	86-F728322-CMP
Type of Cover:	NAB Home Insurance Essentials
Property:	14 GEORGE RD VERMONT SOUTH VIC 3133
Sum Insured	
Building	\$235,000
Contents	\$0
Specified Personal Effects	\$0
Unspecified Personal Effects	\$0 per item \$0 per incident
Finance Provider:	National Australia Bank

This insurance is provided by Allianz Australia Insurance Limited ABN 15 000 122 850 AFSL No 234708 (Allianz), 2 Market Street, Sydney NSW 2000. In arranging this insurance National Australia Financial Management Limited ABN 56 000 176 116 (National Financial Management) 800 Bourke Street, Docklands, VIC 3008 acts as an agent for Allianz and not as your agent.

Yours sincerely,

Vicki Carter
Executive General Manager



**Domestic Building Insurance
Certificate of Insurance**

Policy Number 420056327BWI-119

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner in relation to the domestic building work undertaken by the builder.

Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

IMPORTANT:

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.



**Domestic Building Insurance
Certificate of Insurance**

Policy Number 420056327BW1-119

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9248 2666
Fax: (03) 9248 2611
ABN: 78 003 191 035
AFS License No: 239545



DHRUBA DAS & SUVRA DAS
UNIT 3 1-3 BORONIA RD
VERMONT 3133

Account Number
42BWWMETR
Date Issued
27/02/2014

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.



Domestic Building Work

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

At the property

JOB # 656224
LOT 55A, GEORGE ROAD
VERMONT SOUTH VIC 3133

Carried out by the builder

METRICON HOMES PTY LTD
ACN: 005 108 752

Important note: If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE **IMMEDIATELY**. If these details are incorrect, the domestic building work will not be covered.

For the building owner

DHRUBA DAS & SUVRA DAS

Pursuant to a domestic building contract dated

17/12/2013

For the contract price of

\$208,113.00

Type of cover

Cover is only provided if METRICON HOMES PTY LTD has died, becomes insolvent or has disappeared*

Period of cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

The maximum policy limit for all claims made under this policy is

\$200,000 all inclusive of costs and expenses*

The maximum policy limit for all claims for non-completion of the domestic building works is

20% of the contract price*

*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, limitations and exclusions contained in the policy terms and conditions.

001031-02-000010

QM1624-1207

Certifier's Name	Paul Cassidy	Licence No.	88067
Installation Address			
Consumer's Name	Meltricon	Pin	11297337
Number/lot/street	Lot 55 a George rd	City/Town	
Town/suburb	Vermont south	Post Code	3133
Consumer Phone	99155555		6356

DATE OF COMPLETION OF PLUMBING WORK
07/08/2014

BELOW GROUND SANITARY DRAINS

Please tick this box to confirm you have lodged an as-laid property drainage plan with the relevant Water Agency (where a drainage plan is required by that agency) - Section 221ZC Building Act 1993

Whereas consent to connect all underground sanitary drainage or install recycled water (dual pipe) systems is required to be sought from a Water Agency, please provide the consent number below:

WATER AGENCY CONSENT TO CONNECT NO.

VALUE OF PLUMBING WORK

Please tick the box that represents the appropriate value of plumbing work (include the cost of materials and appliances regardless of whether they were purchased from you or not). Rule a line through the others.

Less than \$750 \$750 - \$999 \$1000 - \$4999 Above \$5000

Tick to identify the type of work completed:

DOMESTIC NON-DOMESTIC

INSTALLATION DATA
Circle appropriate number/s and insert any installation/appliance/included details in the Installation details section:

MECHANICAL SERVICES (includes duct fixing) 7

GAS FITTING (natural gas type A installation) 92

INSTALLATION DETAILS (eg. scope of work undertaken, appliance name, appliance type, serial number, etc.)

Mb3 20 I ducted to 7 points (gas tall only) completion and commissioning done by others.

I certify that the above plumbing work complies in all respects with the plumbing law as defined in Part 12A of the Building Act 1993.

Please tick as appropriate:

The plumbing work was carried out by me or under my supervision

I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision

Compliance Certificate Status: **Lodged**

Date Lodged: **11/08/2014**

(Note: A misstatement of fact, including omission, is an offence under the Building Act)

IMPORTANT NOTE TO PRACTITIONERS: This certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer, then that person must give it to the consumer) within five days of receipt.

IMPORTANT NOTE TO CONSUMERS: Information in this Certificate has been given to the Victorian Building Authority (VBA) in accordance with the Building Act 1993. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Certificate by using the certificate number and PIN Number in the top right corner of this certificate and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Certificate for six years as evidence of your covers.

Certifier's Name	Benjamin Ades	Licence No	32383	Compliance Certificate No	11362893
INSTALLATION ADDRESS				Compliance Certificate No	5384
Consumer's Name	Mr and Mrs Das	Post Code	18133		
Number/Lot/Street	1/14 GEORGE ROAD				
Town/Suburb	VERMONT SOUTH				
Consumer Phone					

DATE OF COMPLETION OF PLUMBING WORK
22/10/2014

BELOW GROUND SANITARY DRAINS

Please tick this box to confirm you have lodged an 'as laid' property drainage plan with the relevant Water Agency (where a drainage plan is required by that agency) Section 22.120 Building Act 1993

Where a 'Consent to Connect' After underground sanitary drainage or installed recycled water/dual pipe systems is required to be sought from a Water Agency, please provide the consent number below

WATER AGENCY CONSENT TO CONNECT NO
12002634519

INSTALLATION DETAILS

Circle appropriate number/s and insert any installation/appliance type details in the Installation Details section

ROOF PLUMBING (incl above ground stormwater drain) (1)

SANITARY PLUMBING (1)

COLD WATER PLUMBING (5)

HOT WATER PLUMBING (6)

GAS FITTING (natural gas type A installation) (2)

SOLAR INSTALLATION (8)

VALUE OF PLUMBING WORK

Please tick the box that represents the appropriate value of plumbing work (include the cost of materials and appliances, regardless of whether they were purchased from you or not) **tick a line through the others**

Less than \$750 \$750 - \$999 \$1000 - \$1999 Above \$5000

Tick to identify the type of work completed:

DOMESTIC NON-DOMESTIC

INSTALLATION DETAILS: (eg. scope of work undertaken, appliance name, appliance type, serial number, etc.)

GAS DH, GAS HP, COLD DWM POINT, GAS HWS
1 x Sink, 1 x Trough, 1 x Bath, 2 x Showers, 2 x Basins, 2 x WC
Roof Plumbing includes down pipes and flashing. Sanitary Plumbing Includes Hot and Cold Plumbing. Gas Fitting Includes hot water service, hot plate and ducted heating point. We did not do spout drainage or ducted heating. Appliances including Tempering Valve are to be fitted at handover.
We did not install solar panels but we did connect solar wires and pipes to the HWS.

I certify that the above plumbing work complies in all respects with the plumbing laws as contained in Part 12 of the Building Act 1993.

Please tick as appropriate:

This plumbing work was carried out by me or under my supervision

I have instructed and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision

(Compliance Certificate) Status: **Lodged**

Date Lodged: **11/02/2015**

Note: A misstatement of fact, including an omission, is an offence under the Building Act.

IMPORTANT NOTE TO PRACTITIONERS: This certificate must be given to the owner/consumer or, if issued to a building practitioner, to the owner/consumer (unless the practitioner is the owner/consumer) within five days of receipt.

IMPORTANT NOTE TO CONSUMERS: Information in this certificate has been given to the Victorian Building Authority (VBA) in accordance with the Building Act 1993. The information is also used by the VBA for its statutory functions to monitor and enforce compliance under the Act and for statistical purposes. The VBA does not identify consumers. www.vba.vic.gov.au you may view the details of this certificate using the Certificate Number and PIN Number in the top right corner of this certificate, and also view the VBA Privacy Policy. All work subject to a Compliance Certificate carries insurance cover for the owner/consumer against defective work by a plumbing practitioner. You should retain your certificate for a minimum of six years as evidence of your compliance.

Certifier's Name Vaughan Ellis **Licence No.** 12343
INSTALLATION ADDRESS
Consumer's Name METRICON
Number/Lot/Street 1/14 GEORGE ROAD
 55A
Town/Suburb VERMONT SOUTH **Post Code** 3133
Consumer Phone

Compliance Cert. No. 11229866
Compliance Cert. PIN 1706

DATE OF COMPLETION OF PLUMBING WORK

3.7.14

BELOW GROUND SANITARY DRAINAGE

Please tick this box to confirm you have lodged an 'as laid' property drainage plan with the relevant Water Agency (where a drainage plan is required by that agency) section 2232D Building Act 1993.

Where a Consent to Connect/Alter underground sanitary drainage or install recycled water (dual pipe) systems is required to be sought from a Water Agency, please provide the consent number below.

WATER AGENCY CONSENT TO CONNECT NO.

12002634519

VALUE OF PLUMBING WORK

Please tick the box that represents the appropriate value of plumbing work. (Include the cost of materials and appliances regardless of whether they were purchased from you or not) Rule a line through the others.

Less than \$750 \$1000 - \$1999
 \$750 - \$999 Above \$5000

Tick to identify the type of work completed:

DOMESTIC NON-DOMESTIC

INSTALLATION DETAILS (eg. scope of work undertaken, appliance name, appliance type, serial number, etc.)

INSTALLATION DATA

Circle appropriate number/s and insert any installation/appliance/fixture details in the Installation Details section:

- ROOF PLUMBING (incl above ground stormwater drain) 0
- SANITARY PLUMBING 1
- SEPTIC TANK INSTALLATION 2
- DRAINAGE (below ground sewer) 3
- DRAINAGE (below ground stormwater) 4
- COLD WATER PLUMBING 5
- HOT WATER PLUMBING 6
- MECHANICAL SERVICES (includes duct fixing) 7
- GREY OR RECYCLED WATER 91
- GASFITTING (natural gas type A installation) 92
- GASFITTING (LPG type A installation) 93
- GASFITTING (other types of gases) 94
- FIRE PROTECTION 95
- IRRIGATION 96
- REFRIGERATED AIR CONDITIONING 97
- SOLAR INSTALLATION 98
- RAINWATER TANK INSTALLATION 99

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the Building Act 1993.

Please tick as appropriate:

The plumbing work was carried out by me or under my supervision.

I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision.

Certifier's Signature

Date

[Handwritten Signature]
3.7.14

Note: A false statement of fact, including an omission, is an offence under the Building Act.

IMPORTANT NOTE TO PRACTITIONERS: This certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer, then that person must give it to the consumer) within five days of receipt.

IMPORTANT NOTE TO CONSUMERS: Information in this certificate has been given to the Victorian Building Authority (VBA) in accordance with the Building Act 1993. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Certificate by using the Certificate Number and PIN Number in the top right corner of this Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Certificate for six years as evidence of your cover.

Certifier's Name: Luke Baldwin Licence No: 45305
 INSTALLATION ADDRESS:
 Consumer's Name: Metricon Homes
 Number/Lot/Street: Lot 55A George Road
 Town/Suburb: Vermont South Post Code: 3133
 Consumer Phone:

Compliance Card No: 11349118
 (Compliance Card No): 3574

DATE OF COMPLETION OF PLUMBING WORK

03/09/2014

INSTALLATION DATA

Circle appropriate number/s and insert any installation/appliance fixture details in the Installation Details section.

ROOF PLUMBING (incl above ground stormwater drain)

BELOW GROUND SANITARY DRAINS

Please tick this box to confirm you have lodged an 'as laid' property drainage plan with the relevant Water Agency (where a drainage plan is required by that agency) Section 221ZC Building Act 1993

Where a 'Consent to Connect' (after underground sanitary drainage or install recycled water (dual pipe) systems is required to be sought from a Water Agency, please provide the consent number below

WATER AGENCY CONSENT TO CONNECT NO:

VALUE OF PLUMBING WORK

Please tick the box that represents the appropriate value of plumbing work. (Include the cost of materials and appliances regardless of whether they were purchased from you or not) Rule a line through the others.

Less Than \$750

\$1000 - \$4999

\$750 - \$999

Above \$5000

Tick to identify the type of work completed:

DOMESTIC

NON DOMESTIC

INSTALLATION DETAILS (eg. scope of work undertaken, appliance name, appliance type, serial number, etc.)

Installation of spooling only.

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12 of the Building Act 1993.

Please tick as appropriate:

The plumbing work was carried out by me or under my supervision

I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision

Compliance Certificate Status

Lodged

Date Lodged

4/09/2014

Note: A misstatement of fact (including an omission) is an offence under the Building Act.

IMPORTANT NOTE TO PRACTITIONERS: This certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer, then that person must give it to the consumer) within five days of receipt.

IMPORTANT NOTE TO CONSUMERS: Information in this certificate has been given to the Victorian Building Authority (VBA) in accordance with the Building Act 1993. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Certificate by using the Certificate Number and PIN Number in the top right corner of this certificate and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Certificate for six years as evidence of your cover.



Metricon Homes Pty Ltd
ACN 005 108 752 ABN 55 201 270 121
601 Blackburn Road, Mt Waverley, Victoria 3149
T 1300 METRICON (1300 638 742)
F (03) 9222 5144
metricon.com.au

4 March 2015

Our Ref: 656224/190
Site Address: Lot 55A GEORGE ROAD VERMONT SOUTH

Mr D Das & Mrs S Das
3/1-3 Boronia Road
VERMONT VIC 3133

Dear Mr Das & Mrs Das

Congratulations on the settlement of your new home!

We have provided a settlement pack to assist you as you settle in your new home. We encourage you to transfer these documents to a safe place for future reference.

In your settlement pack you will find:

- your final statement
- your occupancy permit
- certificates for your new home
- your New Home Guide
- CSIRO foundation care guide
- new home service information
- supplier care and maintenance brochures.

In addition to these documents, we will provide you with the keys to doors and windows, and garage remotes where required.

In the coming weeks after you have settled into your home, you can expect a call from your Construction Manager to answer any questions you might have.

With reference to clause 39.0 of your HIA contract, we offer you a new home service period in which a Service Supervisor will visit your home and conduct a thorough review. This will also be an opportunity for you to raise any queries you may have about your home. Please read the new home service information provided in this pack for more information.

Congratulations again on your new Metricon home.

Yours sincerely

Caterina Navarra
Customer Support Coordinator
03 9915 5493
caterinavarra@metricon.com.au

