

# Contract of Sale

Property:

**Unit 5, 15 Graham Road, Carrum VIC 3197**

**MM Conveyancing Pty Ltd**  
25a Castleton Avenue  
TARNEIT VIC 3029  
Tel: 0469617350  
Ref: SG:A:25-2348

# Contract of Sale

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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

# Contract of Sale

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

..... on ...../...../2025

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

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

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

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

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

..... on ...../...../2025

**Print names(s) of person(s) signing:** Fabrice Jean Francois Jacquin

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

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

## Table of Contents

Particulars of Sale .....	5
Special Conditions .....	7
General Conditions .....	10
1. ELECTRONIC SIGNATURE .....	10
2. LIABILITY OF SIGNATORY.....	10
3. GUARANTEE .....	10
4. NOMINEE .....	10
5. ENCUMBRANCES.....	10
6. VENDOR WARRANTIES.....	10
7. IDENTITY OF THE LAND.....	11
8. SERVICES .....	11
9. CONSENTS.....	11
10. TRANSFER & DUTY .....	11
11. RELEASE OF SECURITY INTEREST .....	11
12. BUILDER WARRANTY INSURANCE.....	12
13. GENERAL LAW LAND .....	12
14. DEPOSIT .....	13
15. DEPOSIT BOND .....	13
16. BANK GUARANTEE .....	14
17. SETTLEMENT .....	14
18. ELECTRONIC SETTLEMENT.....	14
19. GST .....	15
20. LOAN.....	16
21. BUILDING REPORT .....	16
22. PEST REPORT .....	16
23. ADJUSTMENTS.....	16
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING .....	16
25. GST WITHHOLDING.....	17
26. TIME & CO OPERATION.....	18
27. SERVICE .....	19
28. NOTICES .....	19
29. INSPECTION.....	19
30. TERMS CONTRACT .....	19
31. LOSS OR DAMAGE BEFORE SETTLEMENT .....	19
32. BREACH.....	20
33. INTEREST .....	20
34. DEFAULT NOTICE .....	20
35. DEFAULT NOT REMEDIED .....	20

# Particulars of Sale

## Vendor's estate agent

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Vendor

Name: Fabrice Jean Francois Jacquin  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: MM Conveyancing Pty Ltd  
Address: 25a Castleton Avenue, Tarneit VIC 3029  
Email: info@mmconveyancers.com.au  
Tel: 0469617350 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: 25-2348

## Purchaser's estate agent

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 12581	Folio 278	5	PS 914531W

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Unit 5, 15 Graham Road, Carrum VIC 3197

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

All fixtures and fittings of a permanent nature. As inspected

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_

Approval date: \_\_\_\_\_

## Building report

- General condition 21 applies only if the box is checked

## Pest report

- General condition 22 applies only if the box is checked

# Special Conditions

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

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

### **Special condition 1 – Auction clause**

- 1.1 The Property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.
- 1.2 These rules are:-
- (a) The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
  - (b) The auctioneer may refuse any bid.
  - (c) The auctioneer may determine the amount by which the bidding is to be advanced.
  - (d) The auctioneer may withdraw the property from sale at any time.
  - (e) The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
  - (f) In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
  - (g) The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
  - (h) If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
- 1.3 The property is offered for sale on the terms and conditions as shown in the contract of sale as displayed and available for inspection prior to the auction or as amended by the vendor.
- 1.4 The estate agent will not be obligated to follow any purchaser's request as to any disclosure of the auction result or sale price.

## SCHEDULE 1

### GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

## SCHEDULE 5

### INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

#### Meaning of Vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

#### Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

#### Vendor Bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a Vendor bid if -

- The auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- The auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made.

The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the Contract of Sale.

#### Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

## Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

## Forbidden activities at auction

The law forbids-

- any person bidding for a vendor other than -
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owners or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- The auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- Any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of the intending bidder) harassing or interfering with the other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

Is it an offence to disrupt an auction?

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies?

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: "[www.dms.dpc.vic.gov.au](http://www.dms.dpc.vic.gov.au) under the title "Law Today".

## CONTRACT OF SALE - SPECIAL CONDITIONS

### 1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

### 2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

### 3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

### 4. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

### 5. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

### 6. Foreign resident capital gains withholding

- 6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 6.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

- 6.4 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.
- 6.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
  - (b) ensure that the representative does so.
- 6.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 6.7 The representative is taken to have complied with the obligations in special condition 6.6 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.
- 6.8 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.
- 6.9 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 of *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.
- 6.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 7. Electronic Conveyancing

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* if the box on the 'Particulars' page is marked "EC".

- 7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and 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*.
- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 7.3 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*

- (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 7.4 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.
- 7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
  - (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred; or
  - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 7.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 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.
- 7.9 The vendor must:
  - (a) before settlement deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
  - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 7.10 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.

## 8. GST Withholding

- 8.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 8.2 This special condition 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 special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 8.3 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.

- 8.4 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 special condition; and
  - (b) ensure that the representative does so.
- 8.5 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) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 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.
- 8.7 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 special condition 8.6.  
However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, 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.
- 8.8 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.
- 8.9 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 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

- 8.10 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.
- 8.11 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 special condition 8.10; 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.
- 8.12 This special condition will not merge on settlement.

## 9. Property Controls and Representation and Warranty as to Building

- 9.1 The purchaser
- (a) Accepts the property with all property controls and approvals and in its present condition with all defects and non-compliance with any property controls or approvals;
  - (b) Acknowledged that the decision to purchase the property was based on the purchaser's own investigations and that no representations were made by or on behalf of the vendor or vendor's agents as to the condition of the property or any of the matters referred to in special condition 7.1(a); and
  - (c) Must not exercise any purchaser rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the vendor's title to the property.
- 9.2 As from the settlement date, the purchaser:
- (a) Assumes full responsibility for compliance with each applicable property control and approval insofar as they relate to the property; and
  - (b) Agrees to keep the vendor indemnified at all times against liability arising out of a failure to comply with a Property Control.
- 9.3 The purchaser acknowledges that the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the purchaser expressly release the vendor and/or the vendor's agents from any claims or demands in respect thereof.

## 10. Adjustments

- The purchaser must prepare and deliver a statement of adjustments of the outgoings to the vendor's legal representative at least 2 business days before the date settlement is due accompanied by copies of information statements or information certificates from the relevant authorities relating to the adjustments. If the purchaser does not comply with special condition 10;
- (a) The vendor is not obliged to settle this contract until 2 business days after the date on which the purchaser delivers the statement of adjustments accompanied by the copies of information statements or information certificates from the relevant authorities relating to the adjustments to the vendor's legal representative; and
  - (b) The purchaser must pay interest under general condition calculated from and including the date settlement is due to and including the date settlement occurs.

**11. Settlement and Rescheduling Fee**

Should the purchaser require that the settlement take place on any date other than the date contained in the contract of sale, then the purchaser may be required to pay the vendor's legal representative a fee of ~~\$250.00~~ (including GST) ("Rescheduling Fee"). This rescheduling fee (if applicable) must be allowed by the purchaser to the vendor in the statement of adjustments. The purchaser acknowledges that the rescheduling fee is a reasonable pre-estimate of additional legal costs incurred by the vendor as a result of the vendor's legal representative having to reschedule settlement.

**12. Swimming Pools and Smoke Alarms**

12.1 The vendor makes no representation and accepts no responsibility concerning compliance of swimming pools or spas with the minimum standards of the Building Regulations 1994. The purchaser is advised that Regulation 5.13 requires that pools or spas have barriers installed to restrict access by some children to the swimming pool, within 30 days of the date of completion of the contract, or, in the case of a terms contract, after the purchaser becomes entitled to possession or to the receipt of rents and profits.

12.2 The vendor makes no representations and accepts no responsibility concerning compliance with the Building Regulations 1994 requirement for smoke alarms. The purchaser is advised that Regulation 5.14 of the Building Regulations 1994 requires that all dwelling and or units be fitted with self-contained smoke alarms within 30 days of settlement.

**13. Purchaser Acknowledgments**

The purchaser hereby acknowledges that prior to execution of the contract in relation to the purchase of the land the purchaser received from the vendor, vendor's agent or vendor's legal representative a copy of the vendor statement signed by the vendor, a copy of the special conditions referred to in the contract and a copy of a due diligence checklist.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

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

**12. BUILDER WARRANTY INSURANCE**

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

**13. GENERAL LAW LAND**

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

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

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## Money

### 14. DEPOSIT

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

### 15. DEPOSIT BOND

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

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

**16. BANK GUARANTEE**

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

**17. SETTLEMENT**

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

**18. ELECTRONIC SETTLEMENT**

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

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

## 19. GST

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.
- 20. LOAN**
- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 21. BUILDING REPORT**
- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.
- 22. PEST REPORT**
- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.
- 23. ADJUSTMENTS**
- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.
- 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**
- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

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

## 25. GST WITHHOLDING

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

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

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## Transactional

### 26. TIME & CO OPERATION

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

**27. SERVICE**

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

**28. NOTICES**

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

**29. INSPECTION**

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

**30. TERMS CONTRACT**

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

**31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

**32. BREACH**

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

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

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## Default

**33. INTEREST**

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

**34. DEFAULT NOTICE**

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

**35. DEFAULT NOT REMEDIED**

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

- (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

**GUARANTEE and INDEMNITY**

I/We, ..... of  
 .....

and..... of  
 .....

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

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

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

this ..... day of ..... 2025

SIGNED by the said ..... )  
 )  
 Print Name: ..... )  
 ..... )  
 Director (Sign)

in the presence of: ..... )  
 )  
 Witness: ..... )

# Vendor Statement

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

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

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

**Land**

UNIT 5, 15 GRAHAM ROAD, CARRUM VIC 3197

**Vendor's name**

Fabrice Jean Francois Jacquin

**Date**

20/06/2025

**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)

(a)  Their total does not exceed:

\$ 5,000.00

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

Nil 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.

(a) Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

# 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):

Is in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendor knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction

## 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**

The required specified information is as follows:

(a) Name of planning scheme	Kingston Planning Scheme
(b) Name of responsible authority	Kingston City Council
(c) Zoning of the land	NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ) NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 (NRZ7)
(d) Name of planning overlay	None affecting this land - there are overlays in the vicinity

**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):

Are contained in the attached certificate

**6. OWNERS CORPORATION**

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

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

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Not applicable

**8. SERVICES**

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

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

Attached are copies of the following documents:

9.1  (a) **Registered Title**

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

## 10. SUBDIVISION

### 10.1 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 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached.

## 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)*

Register Search Statement and Instruments
Copy of Plan
Land Property Reports
Council Rate Notice
Water Bill
Occupancy Permit
Home Warranty Insurance

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 1

VOLUME 12581 FOLIO 278

Security no : 124125000013Y  
Produced 03/06/2025 10:55 AM

### LAND DESCRIPTION

Lot 5 on Plan of Subdivision 914531W.  
PARENT TITLE Volume 08065 Folio 774  
Created by instrument PS914531W 07/11/2024

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
FABRICE JEAN FRANCOIS JACQUIN of UNIT 5 15 GRAHAM ROAD CARRUM VIC 3197  
AY607554R 18/11/2024

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY607555P 18/11/2024  
WESTPAC BANKING CORPORATION

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 PS914531W FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 5 15 GRAHAM ROAD CARRUM VIC 3197

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 18/11/2024

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS914531W

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS914531W</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>03/06/2025 10:55</b>

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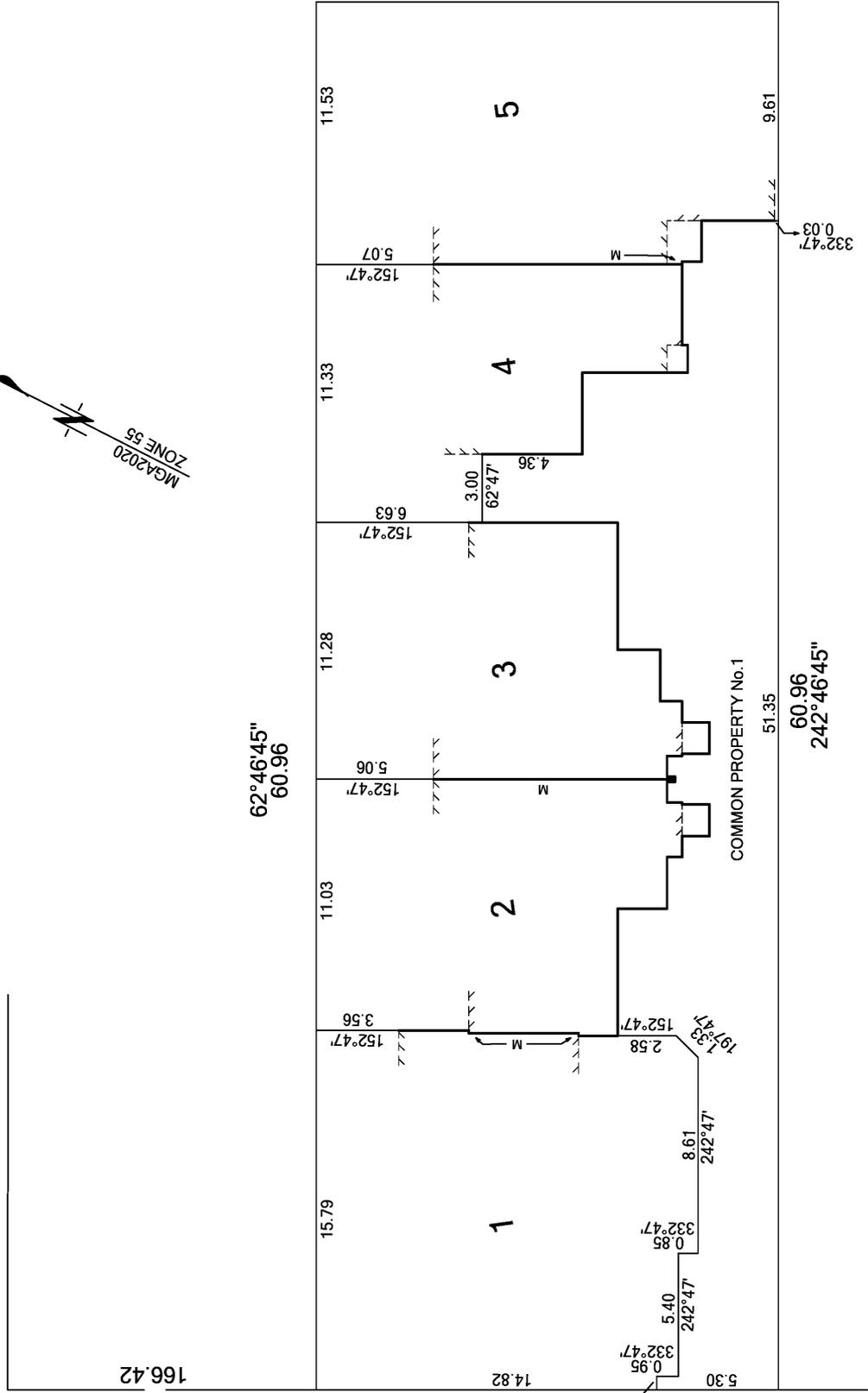
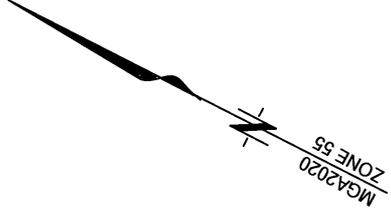
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<h1>PLAN OF SUBDIVISION</h1>		<h2>EDITION 1</h2>	<h1>PS914531W</h1>	
<p><b>LOCATION OF LAND</b></p> <p>PARISH: LYNDHURST</p> <p>TOWNSHIP:</p> <p>SECTION:</p> <p>CROWN ALLOTMENT: 101 (PART)</p> <p>CROWN PORTION:</p> <p>TITLE REFERENCE: VOL.08065 FOL.774</p> <p>LAST PLAN REFERENCE: LOT 39 ON LP10864</p> <p>POSTAL ADDRESS: 15 GRAHAM ROAD (at time of subdivision) CARRUM, VIC 3197</p> <p>MGA CO-ORDINATES: E: 336 096                      ZONE: 55 (of approx centre of land                      GDA 94 in plan)                      N: 5 784 204</p>		<p>Council Name: Kingston City Council</p> <p>Council Reference Number: KS-2024/67 Planning Permit Reference: KP-2024/231 SPEAR Reference Number: S229676H</p> <p><b>Certification</b></p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p><b>Statement of Compliance</b></p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Nikolas Muhllechner for Kingston City Council on 07/10/2024</p>		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	<p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS AND ARE DEFINED AS THUS:</p> <p><u>    </u> <b>M</b>                      = MEDIAN</p> <p><u>    </u>                              = EXTERIOR FACE</p> <p>— · · · —                      = DENOTES BUILDING/STRUCTURE (NON BOUNDARY)</p> <p>CP1                              = COMMON PROPERTY No.1</p> <p>COMMON PROPERTY No.1 IS ALL OF THE LAND IN THE PLAN EXCLUDING THE LOTS</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT &amp; LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p>		
NIL	NIL			
<b>NOTATIONS</b>		<p>DEPTH LIMITATION: Does not apply</p> <p><b>SURVEY:</b> This plan is <del>is not</del> based on survey.</p> <p><b>STAGING:</b> This <del>is</del> is not a staged subdivision. Planning Permit No. KP-2024/231</p> <p>This survey has been connected to permanent marks no(s). MOORABBIN PM311 and MOORABBIN PM600</p> <p>In proclaimed Survey Area no: NIL</p>		
<b>NOTATIONS</b>				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)				
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
 Surveyors • Planners • Development Consultants PO BOX 662 ELWOOD, VIC 3184 TEL: (03) 9585 7965 EMAIL: info@vicsurvey.com.au		SURVEYORS FILE REF: VS3602	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2
Digitally signed by: Ben Murray Johnston, Licensed Surveyor, Surveyor's Plan Version (2), 01/10/2024, SPEAR Ref: S229676H		Land Use Victoria Plan Registered 01:41 PM 07/11/2024 Assistant Registrar of Titles		

PS914531W

McLEOD ROAD

ROAD GRAHAM



Amended by: Ben Murray Johnston, Licensed Surveyor 07/11/2024.

SCALE 1:200  
 LENGTHS ARE IN METRES  
 2 1 0 2 4 6 8

Digitally signed by: Ben Murray Johnston, Licensed Surveyor, Surveyor's Plan Version (2), 01/10/2024, SPEAR Ref: S229676H

ORIGINAL SHEET SIZE: A3  
 SHEET 2

Digitally signed by: Kingston City Council, 07/10/2024, SPEAR Ref: S229676H



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 03/06/2025 10:55:15 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS914531W**

The land in PS914531W is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 5.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

15 GRAHAM ROAD CARRUM VIC 3197

PS914531W 07/11/2024

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

PS914531W 07/11/2024

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	24	24
Lot 2	21	21
Lot 3	21	21
Lot 4	17	17
Lot 5	17	17
<b>Total</b>	<b>100.00</b>	<b>100.00</b>



# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

Produced: 03/06/2025 10:55:15 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS914531W**

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

Statement End.

## OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No **914531W**

Address **15 Graham Road, CARRUM VIC 3197**

This certificate is issued for Lot **5** on Plan of Subdivision No **914531W**

Postal address is BDeL Body Corporate Management South East Pty Ltd  
21/136 Keys Rd  
CHELTENHAM VIC 3192

Applicant for the certificate is **Appian Lawyers**

Address for delivery of certificate: [ania@appianlawyers.com.au](mailto:ania@appianlawyers.com.au)

Date that the application was received: 12 November 2024

### IMPORTANT:

The information in this certificate is issued on **12 November 2024**.

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

- (a) The current quarterly fees for the lot are \$359.00 payable quarterly.
- (b) The date up to which the fees for the lot have been paid is 30 Nov 2024.
- (c) The total of any unpaid fees or charges for the lot is:

#### *Administrative Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

#### *Maintenance Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

Note: Settlement Fees can be paid using the following details:

Biller Code: 96503

EFT Reference Number: 208953000 69069

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

None

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details: NIL

(f) The owners corporation has the following insurance cover:

Policy No.	HRS11112469	Hutch Residential Strata Insurance		
Type:	Building	Broker:	Consolidated Insurance Agencies 332 South Road, HAMPTON VIC 3188	
Premium:	\$4,059.00	Paid on:	03/10/2024	Policy start date: 02/10/2024    Next due: 02/10/2025
Cover		Sum insured	Excess	Notes

BUILDING	\$1,900,000.00	\$2,000.00
GOVT AUDIT COSTS	\$25,000.00	\$0.00
APPEAL EXPENSES	\$25,000.00	\$0.00
LEGAL DEFENCE EXPENSES	\$50,000.00	\$0.00
LOT OWNER FIXT & IMPROV	\$190,000.00	\$0.00
LEGAL LIABILITY	\$20,000,000.00	\$0.00
FIDELITY GUARANTEE	\$100,000.00	\$0.00
LOSS OF RENT & TEMP ACCOM	\$285,000.00	\$0.00

The Buildings covered by the Policy are situated at: **15 Graham Road, CARRUM VIC 3197**

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

(h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: NIL

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details: NIL

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details: NIL

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 12 November 2024.

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: NIL

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

The manager is Bdel Body Corporate Management South East  
Unit 21 / 136 Keys Rd  
CHELTENHAM VIC 3192

Telephone: 03 8673 5198

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the latest financial statements

A copy of the minute of the last annual general meeting of the owners corporation

A copy of the consolidated rules registered at Land Victoria

A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled

*"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

**NOTE:**

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

Date: 12 November 2024

This owners corporation certificate was prepared by:



.....(signature)

Andrew Bonwick  
Bdel Body Corporate Management South East  
Unit 21 / 136 Keys Rd  
CHELTENHAM VIC 3192

info@bdel.com.au

**What is an Owners Corporation?**

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

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

**How are decisions made by an Owners Corporation?**

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

**Owners Corporation rules**

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

**Lot entitlement and lot liability**

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

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights.

You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

**Further information**

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

**Management of an Owners Corporation**

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

HELD ON 2<sup>nd</sup> October 2024

Present: George Moragiannis – Graham Road (Vic) Pty Ltd

**General Business**

- Resolved** To appoint BDeL Body Corporate Management South East as Owners Corporation Manager effective from the day of this meeting for a period of two years.
- Resolved** The attached budget be accepted and fees be set as per the attached schedule based on lot liability and entitlement as set out in Plan of Subdivision PS914531W and as per the Owners Corporation Act 2006 Part 3, Division 1, Section 23.
- Resolved** Levies will commence on the 1<sup>st</sup> day of the October 2024 and will be set quarterly
- Resolved** The property be insured for \$1,900,000 for building cover and \$20,000,000.00 public liability. Insurance cover has been taken out with XL insurance Company SE via Consolidated Insurance Agencies with the premium amount of \$4,298 duly paid by the Developer and to be adjusted at settlement of individual units on the unused portion in the favour of the Developer. Management then continues with a standing order to renew the Insurance as recommended by the Broker unless otherwise instructed at future Annual General Meetings
- Resolved** The standard model rules as set down in the Owners Corporation Act 2006 are to be adopted.
- Resolved** The Owners Corporation resolves to not use a common seal to sign documents.

Meeting closed at 12.20PM.

Signed



George Moragiannis

---

## Proposed Budget

Owners Corporation -- 914531W  
**Administrative Fund**

15 Graham Rd, Carrum

	<b>Proposed budget</b>
<b>Expenses</b>	
Admin--Management Fees--Standard	\$ 2,000.00
Insurance--Premiums	\$ 5,000.00
Insurance--Valuation	\$ 440.00
Maint Bldg--General Repairs	\$ 500.00
Maint Bldg--Lawn Mowing	\$ 500.00
<i>Total expenses</i>	<b>\$ 8,440.00</b>
 Number of Units	 5
 Annual Levy Per Lot	 \$ 1,688.00
 Quarterly Levy Per Lot:	
1	\$ 507.00
2	\$ 444.00
3	\$ 444.00
4	\$ 359.00
5	\$ 359.00

# **Model rules for an owners corporation**

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

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

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

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

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

(2) This rule does not apply to—

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

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

### **1.3 Waste disposal**

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

### **1.4 Smoke penetration**

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

### **1.5 Fire safety information**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **4.3 Damage to common property**

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

## **5. Lots**

### **5.1 Change of use of lots**

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

#### **Example**

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

### **5.2 External appearance of lots**

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

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

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

## **6. Behaviour of persons**

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

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

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

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

## **7. Dispute resolution**

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

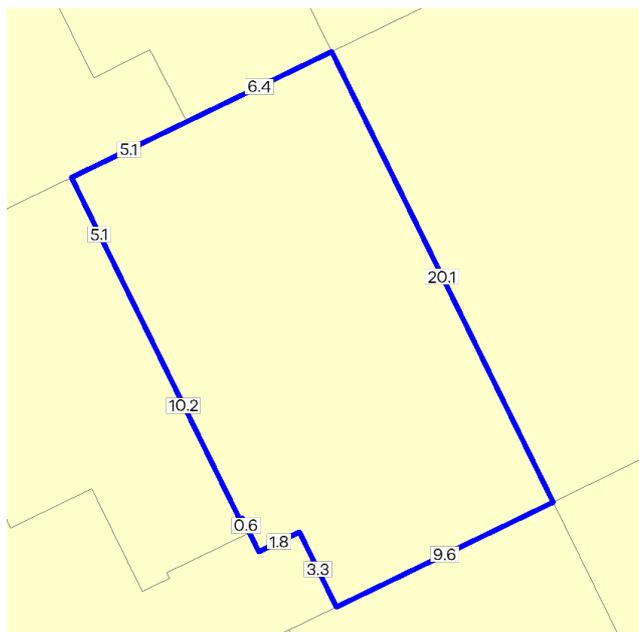
## PROPERTY DETAILS

Address: **5/15 GRAHAM ROAD CARRUM 3197**  
Lot and Plan Number: **Lot 5 PS914531**  
Standard Parcel Identifier (SPI): **5\PS914531**  
Local Government Area (Council): **KINGSTON**  
Council Property Number: **536600**  
Directory Reference: **Melway 97 F7**

[www.kingston.vic.gov.au](http://www.kingston.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 225 sq. m

**Perimeter:** 63 m

For this property:

— Site boundaries

— Road frontages

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

2 overlapping dimension labels are not being displayed

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **South East Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **UNITED ENERGY**

## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**  
Legislative Assembly: **CARRUM**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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







## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

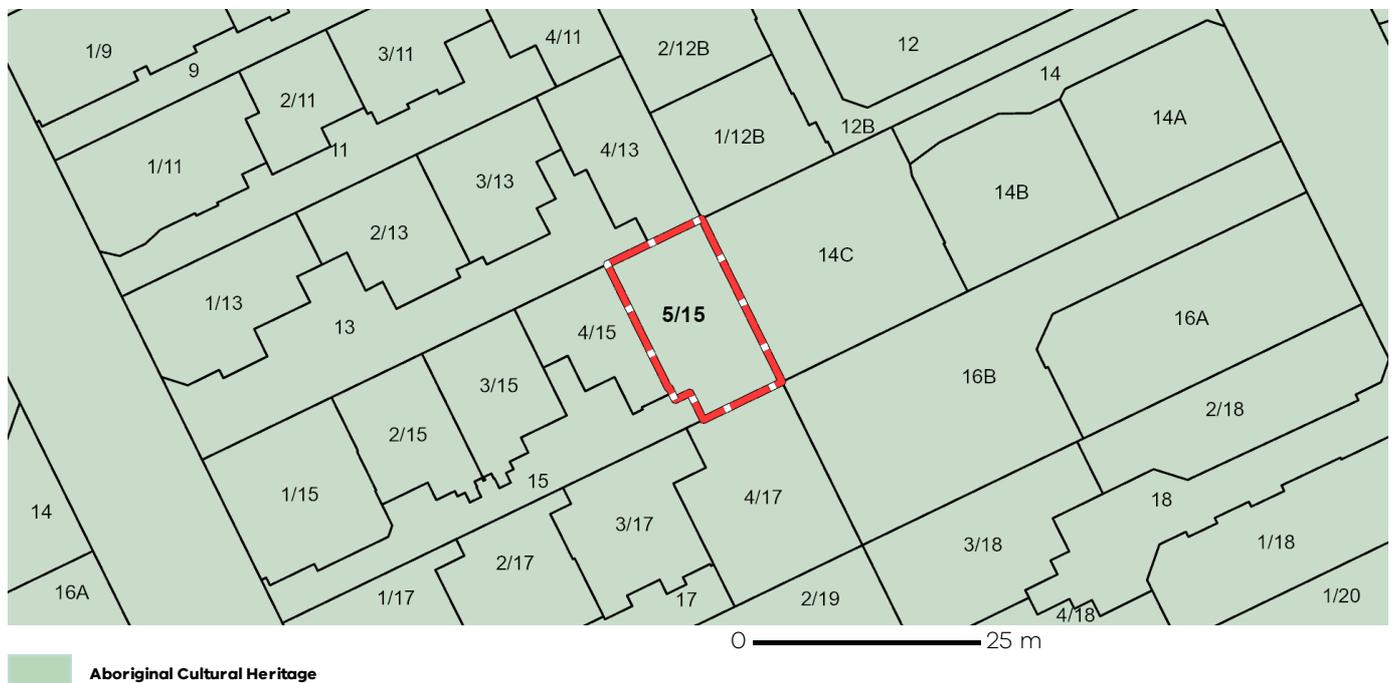
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



## Further Planning Information

Planning scheme data last updated on 29 May 2025.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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



SENDER  
**City of Kingston**  
 PO Box 1000, Mentone, VIC 3194

# Supplementary Rates & Valuation Notice

NOTICE FOR PERIOD 1 JULY 2024 TO 30 JUNE 2025



**F J Jacquin**  
 UNIT 5/15 Graham Rd  
 CARRUM VIC 3197

**TAX INVOICE**  
 ABN 80 640 377 247  
[kingston.vic.gov.au](http://kingston.vic.gov.au)  
 1300 653 356 131 450  
 info@kingston.vic.gov.au  
 cityofkingston

**PAY ONLINE**  
[kingston.vic.gov.au/pay-rates](http://kingston.vic.gov.au/pay-rates)

### NOTICE SUMMARY

ASSESSMENT NUMBER	<b>187700/8</b>
DATE ISSUED	<b>17/03/2025</b>
<b>TOTAL AMOUNT PAYABLE</b>	<b>\$967.95</b>
INCLUDES THE FOLLOWING:	
<b>TOTAL REBATES</b>	<b>\$0.00</b>
<b>ARREARS OUTSTANDING</b>	<b>\$0.00</b>

Interest will be charged on outstanding arrears from 1 July 2024, unless agreed with Council

THIS NOTICE REPLACES ANY PREVIOUS NOTICE RECEIVED IN THE 2024/25 FINANCIAL YEAR.

<b>Council Rate &amp; Charges 2024/2025</b>	
General Rate = CIV difference x 0.00175980 rate in \$	\$979.03
Municipal Charge	\$78.36
Waste Choice D-80lt Bin 120lt Green & Recycle Bin	\$171.96
<b>Total Council Rate &amp; Charges 2024/2025</b>	<b>\$1,229.35</b>
<b>State Government Fire Services Property Levy 2024/2025</b>	
FRV Residential Rate =CIV difference X .000087 rate in \$	\$48.40
FRV Residential Fire Services Property Levy-Fixed	\$103.43
<b>Total State Government Fire Services Property Levy 2024/2025</b>	<b>\$151.83</b>
<b>Payments / Adjustments</b>	
Total Adjusted Amount	-\$413.23
<b>Total Payments / Adjustments</b>	<b>-\$413.23</b>
<b>TOTAL</b>	<b>\$967.95</b>

### PROPERTY DETAILS

DESCRIPTION  
 Unit 5 15 Graham Road,  
 CARRUM VIC 3197

SITE VALUE  
 \$240,000

CAPITAL IMPROVED VALUE  
 \$710,000

NET ANNUAL VALUE  
 \$35,500

OPERATIVE VALUATION DATE  
 18 September 2024

LEVEL OF VALUE DATE  
 1 January 2024

LAND USE (FOR FSPL)  
 RESIDENTIAL

AVPCC  
 120 - Single Unit/Villa  
 Unit/Townhouse

*24.04.2025  
 PAID \$363.35  
 Receipt No 53053091920*

PAYMENTS AND OWNERSHIP CHANGES MADE AFTER THE DATE ISSUED OF THIS NOTICE MAY NOT BE REFLECTED IN THIS NOTICE

### PAYMENT OPTIONS

**PAY BY INSTALMENTS**

30 SEPTEMBER 2024	\$0.00
30 NOVEMBER 2024	\$0.00
28 FEBRUARY 2025	\$363.35 <i>PAID</i>
31 MAY 2025	\$604.60

To take up the instalment option, please make the first payment by 30 September, 2024.

Your first instalment will include any arrears outstanding (if any).

If you prefer to pay in full, full payment is due 15 February 2025.

**new**  
 Pay in full or choose flexible instalment options that suit you.

### SUPPLEMENTARY INFORMATION

THE REASON FOR THIS REVIEW IS:  
 Land Subdivided and/or sold

	PREVIOUS VALUES	NEW VALUES	DIFFERENCE
SITE VALUES	\$0	\$240,000	\$240,000
CAPITAL IMPROVED VALUE (CIV)	\$0	\$710,000	\$710,000
NET ANNUAL VALUE	\$0	\$35,500	\$35,500

For more information on your supplementary notice Go to [kingston.vic.gov.au/valuations](http://kingston.vic.gov.au/valuations)

### Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER:  
**187700/8**

RATEPAYER:  
**F J Jacquin**

PROPERTY DESCRIPTION:  
 Unit 5 15 Graham Road, CARRUM VIC 3197

SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS

1300 276 468		131 816	Use your mobile phone to scan and view your flexible payment options or visit <a href="http://payble.kingston.vic.gov.au">payble.kingston.vic.gov.au</a>
BILLER CODE 8938	BILLER CODE 8938	BILLER CODE 0327	
REF 1877 008	REF 1877 008	REF 0018 7700 8	

ARREARS ONLY	INSTALMENT \$604.60	FULL PAYMENT \$967.95	INTERNAL USE ONLY
*327 001877008		*327 001877008	

017031-000029-001-001-000035-92285

FABRICE JACQUIN  
U5 15 GRAHAM RD  
CARRUM VIC 3197

**Account number:** 40899306

**Date due:** 10 June 2025

<b>Last bill</b>	<b>Payments received</b>	<b>Balance</b>
\$159.35	− \$159.35cr	= \$0.00

<b>Current charges</b>	<b>Total due</b>
+ \$245.25	\$245.25

### Your account breakdown

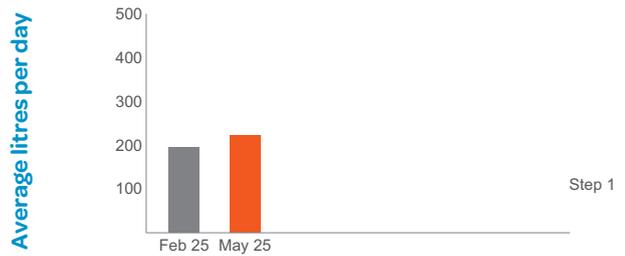
Issue date	21 May 2025
Property	Unit 5 15 Graham Road CARRUM VIC 3197
Property reference	50E//09779/00576
Last bill	\$159.35
Payment received	\$159.35cr
Balance brought forward	\$0.00
Our charges (no GST)	\$192.94
Other authorities' charges (no GST)	\$52.31
<b>Total due</b>	<b>\$245.25</b>

### Your snapshot

**Average daily water use** 222 litres

**Average daily cost** \$2.11

### Your water use



### Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	222	111	74	56	44
Meeting Target 150?	x	✓	✓	✓	✓

### Payment options

**DD Direct debit**  
Set up payments at [southeastwater.com.au/paymybill](http://southeastwater.com.au/paymybill)

**BPAY® (Up to \$20,000)**  
Biller code: 24208 Ref: 1004 0899 3000 009

**Credit card**  
Pay by Visa or MasterCard at [southeastwater.com.au/paymybill](http://southeastwater.com.au/paymybill) or call 1300 659 658.

**eft EFT (Electronic Funds Transfer)**  
BSB: 033-874 Account number: 40899306  
Account name: South East Water Corporation

**Post Billpay**  
BillpayCode: 0361 Ref: 1004 0899 3000 009  
Call 131 816 Visit: [postbillpay.com.au](http://postbillpay.com.au)  
Or visit an Australia Post store.

**Centrepay**  
Go to [servicesaustralia.gov.au/centrepay](http://servicesaustralia.gov.au/centrepay) for more information.  
Reference number: 555 050 397J

Property ref: 50E//09779/00576  
UNIT 5 15 GRAHAM ROAD  
CARRUM VIC 3197

PN50E



\*361 100408993000009

**Total due:** \$245.25

**Account number:** 40899306

**Date paid:**

**Receipt number:**

## Our charges

### Meter reading details

Date read: 20/05/2025

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
SATM091389	39	19	20	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is **19 August 2025**.

### Water usage (water and sewage)

For period 19/02/25 to 20/05/25 (90 days)

Step 1 20 kl @ \$3.6156 per kl = **\$72.31**

**Total usage charges** **\$72.31**

Steps are calculated on a daily average up to 440 litres

### Service charges

For period 01/04/25 to 30/06/25

Water service charge **\$22.58**

Sewerage service charge **\$98.05**

**Total service charges** **\$120.63**

**Our charges** **\$192.94**

### Other authorities' charges

Parks **\$21.79**

Waterways and Drainage charge 01/04/25 to 30/06/25 **\$30.52**

**Total other authorities** **\$52.31**

**Total current charges** **\$245.25**

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see [southeastwater.com.au/charges2024](https://southeastwater.com.au/charges2024)

### Other authorities' charges

#### Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see [melbournewater.com.au](https://melbournewater.com.au). The charge is for **01/04/25 to 30/06/25**.

#### Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see [www.parks.vic.gov.au/about-us/parks-charge](https://www.parks.vic.gov.au/about-us/parks-charge). The charge is for **01/04/25 to 30/06/25**.

### Additional information

#### Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at [southeastwater.com.au/paymentsupport](https://southeastwater.com.au/paymentsupport)

#### Are you eligible for a bill discount?

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at [mysoutheastwater.com.au](https://mysoutheastwater.com.au). Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligible.

#### Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at [southeastwater.com.au/customer-charter](https://southeastwater.com.au/customer-charter). For a printed copy of the Charter, email [support@sew.com.au](mailto:support@sew.com.au) and we will send out a copy.

## Say goodbye to missed notifications

Update your mobile and email to be notified about water interruptions.

Go to [mySouthEastWater.com.au](https://mySouthEastWater.com.au)



**South East Water Corporation**

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia



## Say goodbye to missed alerts

When you change a mobile number or email address, letting your utilities know isn't usually on top of the to-do list.

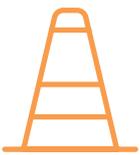
Check if your details are up to date so we can quickly let you know about important works, like:



Potential water supply interruptions



Weather and power outage interruptions



Nearby works



Account updates or changes

It's a little thing but it can have a big impact on how quickly we're able to alert you. It's easy to check what details you have on your account.

**Sign in or register at**

[mySouthEastWater.com.au](https://mySouthEastWater.com.au)

(you'll need your account number handy to register) or scan the QR code.

Or you can chat with our friendly team on 13 18 51.





FORM 2  
Building Act 1993  
Building Regulations 2018  
Regulation 37(1)

Job No.11367/22

**BUILDING PERMIT No. 2818991399161 - Stage No.0  
ISSUED 22/09/2023****Issued to**

Agent of owner: **George Moragiannis** ACN/ARBN: **662 752 336**  
Postal address: **8/795 Glenferrie Road, HAWTHORN, VIC** Postcode: **3147**  
Contact person: **George Moragiannis**  
Mobile: **0411 052 144**  
Email: **george@armata.au**

Address for serving or giving of documents: **As above****Ownership Details**

Owner: **Graham Road (VIC) Pty Ltd** ACN/ARBN: **662 752 336**  
Postal address: **8/795 Glenferrie Road, HAWTHORN, VIC** Postcode: **3122**  
Contact person: **George Moragiannis**  
Mobile: **0411 052 144**  
Email: **george@armata.au**

**Property details****15 Graham Road, CARRUM, VIC 3197**

Lot/s: **39** LP/PS: **010864** Crown Allotment: **101**  
Volume: **08065** Folio: **774** Section: **n/a**  
Parish: **Lyndhurst** County: **Mornington** Allotment area: **1227 m<sup>2</sup>**  
Municipal District: **Kingston City Council**

**Builder**

Name: **Armata Constructions Pty Ltd** ACN/ARBN: **463 431 755**  
Address: **P.O Box 103, ASHBURTON, VIC** Postcode: **3147**  
Contact person: **John Hrysikos**  
Mobile: **0419 576 900**  
Email: **john@armataconstructions.com.au**  
Building Practitioner Registration No. **CDB-U 51137**

This builder is specified under section 24B (4)(a) of the **Building Act 1993** for the building work to be carried out under this permit.

**Natural person for service of directions, notices and orders (if the builder is a body corporate)**

Name: **John Hrysikos** Telephone: **0419 576 900**  
Postal address: **P.O Box 103, ASHBURTON, VIC** Postcode: **3147**

**Building practitioners or architects engaged to prepare documents for this permit**

a) Building practitioners who were engaged to prepare documents forming part of the application for this permit

Name	Category / class	Registration No.
Michael Alexandrou	Draftsperson	DP-AD 305
John Tamaressis	Civil Engineer	PE0001119

**Details of domestic building work insurance**

Name of Builder: **Armata Constructions Pty Ltd** Name of insurance provider: **VMIA**  
Policy number: **C822323, C822324, C822325, C822326, C822327** Policy cover: **\$181,5000**

**Details of relevant planning permit**

Planning permit No.: **KP-2021/152** Date of grant planning permit: **12/07/2022**

**Nature of building work**

Construction of four new double storey dwellings, one single storey dwelling and garages.

Storeys contained: **2** Rise in storeys (for Class 2-9 building only): **n/a** Effective Height: **n/a**  
 Type of Construction: **n/a** Version of BCA applicable to this permit: **2019 Volume 2**

Stage of building work permitted: **All**

Cost of building work: **\$1,815,000**

Total floor area of new building work: **741 m<sup>2</sup>**

**Building classification**

BCA classification

**1a(a)**

**10a**

Nature of works

**New Building**

**New Building**

Part of building

**Ground and First Floor**

**Ground Floor**

**Performance Solution**

A Performance Solution was used to determine compliance with the following Performance Requirements of the BCA that relate to the building to which this permit applies:

Relevant Performance Requirement	Details of Performance Solution
Performance Requirement P2.1.1(a),(b)(i),(ii)&(iii) Deemed-to-Satisfy Provisions nil Volume 2 Building Code of Australia 2019 (BCA)	Structural Stability and Resistance (Unitex Non Cavity Base Board Cladding)
Performance Requirement P2.2.2 Deemed-to-Satisfy Provisions nil Volume 2 Building Code of Australia 2019 (BCA)	Weatherproofing (Unitex Non Cavity Base Board Cladding)

**Prescribed reporting authorities**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Prescribed reporting authority	Matter reported on or consented to	Regulation no.
Kingston City Council	Legal Point of Discharge	133

**Protection Work**

Protection work is not required in relation to the building work proposed in this permit.

**Inspection requirements**

The mandatory notification stages are:

- Prior to placing a footing - Pads
- Prior to placing a footing - Preslab slab on ground
- Prior to pouring in situ concrete Slab steel
- Completion of framework
- Final upon completion of all building work

**Occupation or use of building**

A Certificate of Final Inspection is required prior to use or occupation of this building.

**Commencement and completion**

This building work must commence by: **22/09/2024**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by: **22/09/2025**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

**Conditions**

This permit is subject to the following conditions:

1. A sign must be displayed on the allotment during construction showing the Building Permit number, the date it was issued, the Builder's and Building Surveyor's registration numbers and contact details.

2. All new building works are not to project over title boundaries.
3. Artificial lighting to comply with Part 3.12 BCA2019 (Artificial lighting) -
  - Class 1 building - 5W/m<sup>2</sup>.
  - Verandah or balcony attached to a Class building - 4W/m<sup>2</sup>.
  - In a Class 10 building - 3W/m<sup>2</sup>.
4. All works are to be carried out within the site and if hoarding is required to be erected on the footpath, an application for report and consent must be applied prior to the hoarding being erected.
5. All requirements of the Performance Solution report for Unitex Non-cavity Base Board wall cladding system, prepared by Michael Alexandrou, dated 17/07/2023 to be complied with.
6. Boundary fences are to remain during the carrying out of the works.
7. Each mandatory inspection stage is to be inspected and approved before works may proceed.
8. Ensure all planning permit requirements are to be complied with including finished floor levels.
9. If parts of the buildings are to be constructed at separate times, it is the responsibility of the builder to ensure that inspections are booked in for each part in accordance with the mandatory notification stages.
10. Protection for prevention of the infestation of termites to be in accordance with AS 3660.1-2014.
11. Site is to be adequately fenced and secured at all times.
12. Hoarding (minimum 1.8m high) is to be fixed securely in place / within the confines of the allotment and is to be kept tidy in all respects during the duration of the works. An access door is to be provide and kept closed apart from builder access so as to prevent the general public from entering.
13. The manufacturer's details of the proposed roof and floor trusses (i.e. computations and layout drawings) are to be submitted and approved by the Relevant Building Surveyor prior to installation.
14. Each dwelling is to be provided with a rainwater tank having a minimum capacity of 2,000 litres, a catchment area from a roof of at least 50m<sup>2</sup> and be connected to all sanitary flushing.
15. This building permit has been issued based on the conditions shown on the approved architectural drawings. If the site conditions vary to that of the approved drawings, the building surveyor is to be notified without delay.

**Relevant Building Surveyor**

Name: Sam Loizou

Registration Practitioner Registration No. BS-U 20462



Signature:

Date of issue of permit: 22/09/2023

Permit No: 2818991399161 - Stage No.0

## Important Notes

- It is the owners and/or builders responsibility to call for all inspections including the final inspection for this Building Permit.
- The first inspection must be carried out prior to the commencement date as specified on this Building Permit. The final inspection must be carried out and approved prior to the completion date as specified on this Building Permit. If one of these do not occur, the permit will be deemed to have lapsed.
- If you require an extension of time to either the commencement or completion dates, please forward a letter requesting the extension PRIOR to the expiry date for consideration.  
NOTE: We can not issue an extension of time after the expiry date, a new Building Permit will be required. Additional fees will apply in either case and will be determined at time of request.
- No alteration to or variation from the endorsed documents may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Regulations 2018.
- Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Building work must be carried out in accordance with the endorsed approved plans and specifications.

Form 16  
Building Act 1993  
Building Regulations 2018  
Regulation 192

Job No. 11367/22

**OCCUPANCY PERMIT**  
**For Building Permit number: 2818991399161 - Stage No.0**

**Property details**

15 Graham Road, CARRUM, VIC 3197

Lot/s: **39** LP/PS: **010864** Crown Allotment: **101**  
Volume: **08065** Folio: **774** Section: **n/a**  
Parish: **Lyndhurst** County: **Mornington** Allotment area: **1227m<sup>2</sup>**  
Municipal District: **Kingston City Council**

**Building Permit Details**

Building Permit Number:	2818991399161
Version of BCA applicable to building permit:	2019 Volume 2

**Building Details**

**Construction of four new double storey dwellings, one single storey dwelling and garages**

BCA Class of building	Permitted use	Nature of works	Part of building
1a(a)	Detached house	New Building	Ground and First Floor
10a	Garage	New Building	Ground Floor

Maximum Permissible floor live load:	1.5 kPa General, 2.0 kPa Stairs	Maximum number of people to be accommodated:	n/a
Storeys contained:	2	Rise in storeys (for Class 2-9 buildings)	n/a
Effective Height:	n/a	Type of Construction:	n/a

**Suitability for Occupation**

At the date this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

**Note:** The Occupancy Permit issued is evidence that the building or part of the building to which it applies to is suitable for occupation and not evidence that the building or part of the building to which it applies to complies with the Building Act 1993 or Building Regulations 2018.

**Relevant Building Surveyor**

Signature:



Sam Loizou  
ASA Building Consultants Pty Ltd

Building Practitioner Registration No: BS-U 20462

Date of issue: 18 September 2024 Occupancy Permit No: 11367/22

Date of final inspection: 17 September 2024 Building Permit No: 2818991399161

# Domestic Building Insurance

## Certificate of Insurance

**Graham Road (Vic) Pty Ltd**97 Albion Cres  
GREENSBOROUGH  
VIC 3088

Policy Number:

**C822327**

Policy Inception Date:

**09/09/2023**

Builder Account Number:

**002749**

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 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.

### Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**At the property: **Unit 5 15 Graham Rd CARRUM VIC 3197 Australia**Carried out by the builder: **ARMATA CONSTRUCTIONS PTY LTD**Builder ACN: **005594267**

**!** 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 the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Graham Road (Vic) Pty Ltd**Pursuant to a domestic building contract dated: **01/09/2023**For the contract price of: **\$ 280,000.00**Type of Cover: **Cover is only provided if ARMATA CONSTRUCTIONS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

### 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.

\* 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, conditions, limitations and exclusions contained in the policy terms and conditions.

**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\*

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.

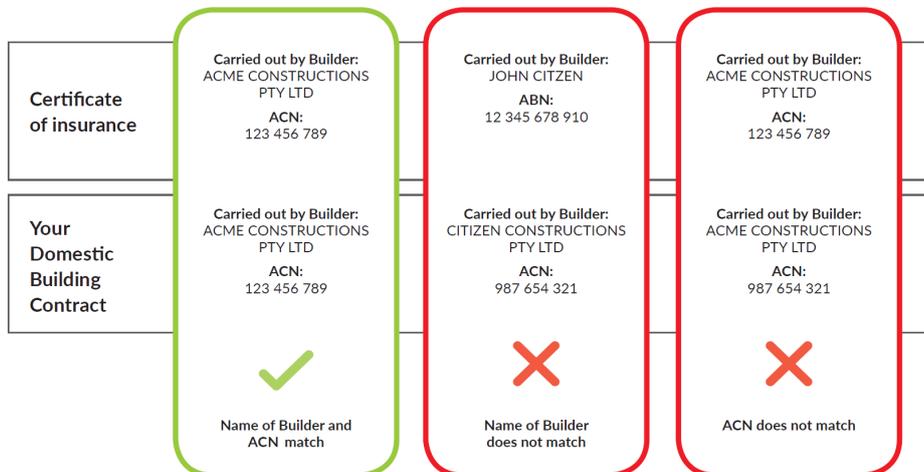
Issued by Victorian Managed Insurance Authority (VMIA)

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium:	<b>\$3,259.00</b>
GST:	<b>\$325.90</b>
Stamp Duty:	<b>\$358.49</b>
<b>Total:</b>	<b>\$3,943.39</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*



# OWNER BUILDER DEFECTS REPORT (137B REPORT)



**Prepared for Clients:** Fabrice Jacquin

**Inspection Address:** 5/15 Graham Road  
Carrum, Victoria 3197

**Date of Inspection:** Friday, 30 May 2025

**Inspector:** Timothy Lau ARBV 15355, IN-PS 76107

**People Present:** Fabrice, Timothy Lau

**Weather Conditions:** Sunny

**Orientation of Building:** The front of the building faces South-West



## CLIENT DETAILS

**Name:** Fabrice Jacquin

## INTRODUCTION

We were instructed to carry out an Owner-Builder Defects Report on the property. Our engagement is restricted to that of a Building Consultant and not of a Building Surveyor, as defined in the Building Act of 1993.

Our inspection has therefore been a visual, non-invasive inspection of the finishes of the building, with respect to their quality, functionality and workmanship, prior to the expiration of the builder's warranty period.

This report has been prepared to meet the requirements of Section 137B of the Building Act and is in no way to be considered a pre-purchase building inspection report. This report cannot be relied upon as evidence of the building's suitability for purchase or to satisfy a contract of sale under the Sale of Land Act 1962.

## REASONABLE ACCESS

Only areas to which reasonable access is available were inspected. The Australian Standard 4349.1 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available, or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length." Reasonable access does not include the use of destructive or invasive inspection methods, nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

Roof Exterior	Accessible from a 3.6m ladder placed on the ground
Roof Interior	400 x 500 Access Hole (mm), 600 x 600 Crawl Space (mm) Accessible from a 3.6m ladder
Sub-Floor	500mm x 400mm
Timber Floor	400mm to bearer, joist ducting or other obstruction
Concrete Floor	500mm

## TITLE

Description

## ICON SYMBOL DEFINITIONS



No action to be taken



Attention Required



Defect



Not applicable



## PROPERTY DETAILS

<b>Approximate Age:</b>	1 years
<b>No. of Storeys:</b>	1
<b>Foundation:</b>	Concrete Slab
<b>Floor:</b>	Carpet, Tiles, Laminate
<b>Roof:</b>	Concrete Tiles
<b>Window Frames:</b>	Aluminium
<b>External Walls:</b>	Brick Veneer
<b>Car Accommodation:</b>	Single



## WORK DETAILS

<b>Date of Report:</b>	Friday, 30 May 2025
<b>Occupancy Permit No.</b>	N/A
<b>Building Permit No.</b>	N/A
<b>Drawing No.</b>	N/A
<b>Drawing No.</b>	N/A
<b>Certificate of Final Inspection No.</b>	N/A
<b>Plans Sighted:</b>	N
<b>Prepared by:</b>	N/A
<b>Building Surveyor:</b>	N/A
<b>Building Surveyor Registration:</b>	N/A
<b>Domestic Building Works covered by this report:</b>	External Additions
<b>Description of Building and Materials used in Construction:</b>	Construction of Pergola



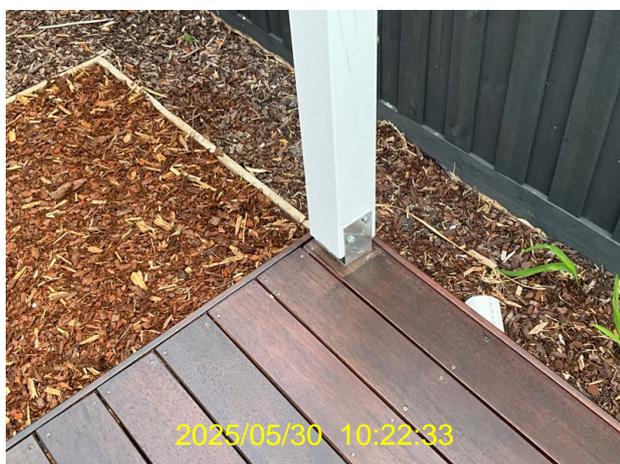
# OUR FINDINGS

## BUILDING EXTERIOR

### Balcony/Verandah/Patio/Deck

<input type="checkbox"/> N/A Ceilings	<input checked="" type="checkbox"/> Floor	<input type="checkbox"/> N/A Handrails/Balustrade
<input type="checkbox"/> N/A Roof Cover	<input checked="" type="checkbox"/> Steps	

Posts/Piers/Stumps



 Structural

**Direction:**  
View to the North





Walls



**Direction:**  
View to the North-East



## SUMMARY

### Areas of the building/s inaccessible at the time of inspection

The subject area was accessible at the time of the inspection.

### If applicable, condition of all essential safety measures that must be maintained pursuant to Part 12 of the Building Regulations 2006 (including copy of the essential safe measure report).

Not applicable

### Condition and status of incomplete works

All works have been completed in good condition.

### List of Defects

The Works have been inspected and is defect free based on AS4349.1 - Inspection of Buildings and Guide to Standards and Tolerances 2015

### General notes

No secondhand material was found on the Works.  
No Building Permit was sighted.

Thank you for engaging The Home Inspection Hub to carry out your inspection.

Kind Regards,



Timothy Lau  
ARBV 15355, IN-PS 76107  
**The Home Inspection Hub**



## BUILDING TERMINOLOGY

<b>Ant Capping</b>	Termite barrier (shield), usually of galvanised iron, placed over piers and dwarf walls to control the entry of termites.
<b>Arch</b>	A structure of wedged shaped blocks, or square blocks with wedge shaped joints, over an opening so disposed as to hold together when supported from the sides, and capable of carrying a load over the opening.
<b>Architrave</b>	A moulded section covering the joint between window and door frames and the wall lining.
<b>Backfill</b>	To fill the earth, any remaining space after placing concrete, brickwork, timber, pipes etc. in an excavation.
<b>Bagging</b>	A masonry process in which thin mortar is applied to the face of the work with some coarse material.
<b>Barge Board</b>	The board covering the roof timbers on the gable or skillion end of a roof, fixed parallel to the roof slope.
<b>Bead</b>	A moulding, generally of small size in cross section.
<b>Beam</b>	A horizontal load-bearing structural member.
<b>Bearer</b>	A member of floor framing, spanning piers and supporting joists.
<b>Bed Joint</b>	Horizontal joint in brickwork.
<b>Bowing</b>	Deformation of timber at right angles to its face.
<b>Brace</b>	Usually a diagonal, which resists lateral loads and/or movements of a structure.
<b>Brick Construction</b>	A construction where the external and internal walls are built of brick.
<b>Brick Veneer</b>	Timber framed construction with an outside skin of brickwork tied to the frame.
<b>Building Line</b>	A line established by the local council which is the minimum distance that must be maintained from the building to the street boundary.
<b>Cantilever</b>	A projecting beam supported at one end, or a large bracket for supporting a balcony or cornice.
<b>Capping</b>	The uppermost part on top of a piece of work.
<b>Cavity Wall</b>	A hollow wall, usually consisting of two brick walls erected 40-50mm apart and joined together with ties of metal.
<b>Ceiling Joist</b>	A structural member which binds the wall and roof framing together and carries the mass of the ceiling sheeting.
<b>Cladding</b>	Any material used to face a building or structure.
<b>Cornice</b>	A horizontal decorative moulding that is designed to provide an attractive finish at the junction of the wall and ceiling.
<b>Crazing</b>	Fine cracks that may occur on a plastered or rendered surface.
<b>Cupping</b>	Distorting of wide boards showing curvature across the grain causing the broad surface to be concave.
<b>Damp Proof Course (DPC)</b>	A barrier, usually physical, built into masonry to prevent moisture migrating up from the ground or down from above, e.g. chimneys, parapets.
<b>Door Jambs</b>	The two vertical members of a door or window frame.
<b>Eave</b>	The lower part of a roof that overhangs the walls.
<b>Efflorescence</b>	A white or coloured powder sometimes formed on the surface of masonry by the deposit of soluble salts.
<b>Elevation</b>	A geometrical drawing of a facade/wall of a building.
<b>Expansion Joint</b>	A joint in a building to permit thermal movement or creep.
<b>Expansion Strip</b>	A soft, resilient material used to fill the void provided for the expansion and contraction of any two adjacent substances.
<b>Fascia</b>	A board fixed horizontally to the lower ends of the rafters, to which guttering may be fixed. Also forms the outside board of a boxed eave.
<b>Finishes</b>	The final applied coat or natural surface of a material used in walls, ceilings or floors of a building.



<b>Footing</b>	The construction whereby the weight of the structure is transferred from the base structure to the foundation.
<b>Foundation</b>	The ground upon which the footings of a building are constructed.
<b>Gable</b>	The triangular end of a house formed at the end of a pitched roof, from eaves level to apex.
<b>Hip</b>	A slanting ridge formed by the intersection of two sloping roof surfaces at an external corner.
<b>Lintel</b>	A structural member or beam carrying loads over an opening.
<b>Lyctus Borer</b>	A borer that attacks sapwood or hardwoods.
<b>Masonry</b>	Brick, concrete, stone, artificial stone or terracotta laid in mortar.
<b>Mitre</b>	Half the angle of a joint, e.g. corners of door/window architraves.
<b>Moisture Barrier</b>	Material which is used to retard the flow of vapour or moisture into the floor or walls.
<b>Moisture Content</b>	Mass of water contained in timber expressed as a percentage of dry wood fibre.
<b>Mortar</b>	A composition of lime and/or cement and sand mixed with water in various proportions.
<b>Notting</b>	A horizontal piece of timber fixed between studs in a framed wall.
<b>Non-Load Bearing Wall</b>	One which supports no vertical load except that of its own weight and merely defines spaces.
<b>Overhang (Roof)</b>	The section of a roof extending over the external wall.
<b>Parapet</b>	Low wall at the edge of a roof, balcony, bridge or terrace.
<b>Party Wall</b>	The wall between two adjoining buildings but common to and used to advantage of both buildings.
<b>Pergola</b>	An open framework over a path, terrace or patio.
<b>Perpend</b>	The vertical joints in a masonry wall.
<b>Plumb</b>	Vertical or perpendicular.
<b>Quoin</b>	The dressed or finished stones at the corners of a masonry home, sometimes faked in a stucco or wood structure.
<b>Rafter (Common)</b>	In roof construction, a timber framing member providing the principal support for the roofing material.
<b>Reinforcing Fabric (Reo)</b>	Prefabricated steel reinforcement for concrete, consisting of an oblong or square mesh of parallel steel wires welded at points of contact and manufactured in flat sheets or rolls.
<b>Retaining Wall</b>	Any wall subjected to lateral pressure other than wind pressure and built to retain material.
<b>Ridge</b>	The horizontal member at the highest point of a roof where the common rafters meet.
<b>Roof Pitch</b>	The angle formed between a sloping roof surface and a horizontal line.
<b>Roof Truss</b>	A frame designed to carry the loads of a roof and its covering over the full span without intermediate support.
<b>Rough in</b>	To lay out the basic lines of electrical or plumbing requirements, without making the final connections.
<b>Sarking</b>	A covering of water-proof building paper beneath the external roof covering.
<b>Sash</b>	The framework in a window, into which the glass is fitted.
<b>Soffit</b>	The lower face or under-surface of anything (arch, eaves of a roof).
<b>Stud</b>	A vertical member in wall framing.
<b>Suspended Ceiling</b>	A ceiling which is suspended from and is not in direct contact with the floor or roof construction above and generally used to conceal services.
<b>Underpinning</b>	The construction of new footing and walling under the footings of an existing structure which have failed or may fail.
<b>Valley</b>	The internal angle formed by two inclined slopes of a roof or an internal corner.
<b>Wall Tie</b>	A steel wire tying brickwork to a timber frame.
<b>Weep Holes</b>	Openings left in the perpend of a brickwork course over flashings and at the bottom of wall cavities for drainage purposes.



# The Home Inspection Hub

## INSPECTION TERMS & CONDITIONS

The inspection will be carried out in accordance with Australian Standard (AS4349.1-2007) concerning inspections of residential dwellings. The Home Inspection Hub will carry out the inspection and report as requested by the client in accordance with these Terms and Conditions.

### Terms and Conditions

1. This report complies with Australian Standard (AS4349.1-2007) concerning inspections of residential dwellings.
2. The purpose of the inspection
  - 2.1 The inspection is to provide a record of the overall condition of the property on the date and at the time of the inspection with the Inspector having access to all areas. Areas not inspected are noted on this report.
  - 2.2 Areas for inspection shall cover all safe and accessible areas defined as those which can be accessed by a 3.6m ladder on the ground or those which have at least 650mm unimpeded vertical and horizontal clearance without the removal of furniture, fittings, cladding or lining materials, plants or soil. Such access does not include the use of destructive or invasive inspection methods nor does it include removing screws and bolts to access covers or cutting or making access traps or moving furniture, floor coverings or stored goods.
  - 2.3 In the case where a property is occupied, the client must be aware that personal items and furnishings may restrict access to rooms and limit vision in places. These items may conceal signs of problems which may only be discovered once items have been shifted or removed.
3. The scope of the inspection
  - 3.1 The inspection comprised a visual assessment of the property to identify major defects and to report on the general condition of the property at the time of the inspection.
  - 3.2 The report does not cover any part of the premises located beneath the ground surface (such as sewer, stormwater drains etc.) except in the case of a Base Stage inspection, if these areas are visible.
  - 3.3 This report does not deal with non-standard inspections such as electrical installation or other specialist inspections (such as plumbing, hydraulics, mechanical services or geotechnical).
  - 3.4 The inspection will not look for timber pest activity. However, if timber pest damage is found then it will be reported. The Inspector will only report on the damage which is visible. It is recommended to have an inspection carried out in accordance with AS4349.3-1998 Timber Pest Inspections by a fully qualified, licensed and insured Timber Pest Inspector.
  - 3.5 The report does not cover the identification of asbestos related products.
  - 3.6 The report does not determine whether the building complies with the provisions of any building Act, regulation, ordinance, local law, by-law, or as an insurance policy or a warranty against problems developing with the building in the future.
  - 3.7 The report does not contain the assessment of any apparent defect including rising damp and leaks as the detection of which may be subject to prevailing weather conditions or recent occupancy or use of services.



- 3.8 The report may not cover issues of maintenance or specific minor defects (such as jamming doors, windows or catches, decorative finishes or hairline or slight cracks). The report may include a general assessment of the general incidence of minor defects in the building compared with otherwise similar properties.
  - 3.9 The report shall identify any observed item that may constitute a present or imminent serious safety hazard.
  - 3.10 The roof has not been water-tested for leaks, or the guttering checked for levels.
  - 3.11 The report and inspection does not assess the condition of conspicuous, non-structural items such as carpets, vinyl floor coverings etc. or the operation of any appliances, spa pumps or pool equipment or matters of privacy or vehicle access. Such matters are for the client's own consideration.
  - 3.12 If the property is part of a Strata or Company title, then the inspection will cover the interior and immediate exterior of the property to be inspected. It does not cover the common areas. Subsequently, it is recommended that the client obtain an inspection of the common property prior to any purchase decision.
4. The report is prepared for the sole and exclusive use of the client whose name appears on page 1 of the report and cannot be used or acted upon by any other party without the express written permission of The Home Inspection Hub. The report does not constitute a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law and does not warranty against problems developing with the building in the future.
  5. The Home Inspection Hub accepts no liability for advice given in this report beyond a refund of the inspection fee.
  6. The Home Inspection Hub accepts no responsibility for any building work undertaken without the requisite building permit from the relevant authority and the report does not identify such unauthorised building work or work that is not compliant with building regulations in force at the time.
  7. The report does not cover the identification of non-compliant and non-conforming building products and materials as outlined within the requirements of the National Construction Code (NCC).
  8. The inspection report is valid for one month only from the date of the inspection.



## Feedback Form

Thank you for choosing The Home Inspection Hub to conduct your inspection today. We hope that your experience was a positive one.

Take a moment to complete the following questionnaire, then email it to:

[info@thehomeinspectionhub.com.au](mailto:info@thehomeinspectionhub.com.au)

**Your name:**

**Date of inspection:**

**Inspector:**

Please rate your satisfaction with our service (please choose one):

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied

Additional comments:

How would you describe your experience with us? (Multiple selections can be made)

- I am happy with the level of customer service I received
- Customer service needs improvement
- I received quality advice on how to deal with any defects
- The booking process was easy
- The booking process was too difficult
- The inspector arrived on time to the appointment
- The price was fair
- I was not happy with the price

How can we improve our service?

Are you happy for us to share your comments online?

- Yes
- No

Will you refer us to your friends and family?

- Yes
- No

Thank you for your time and your feedback



**FABRICE JEAN FRANCOIS JACQUIN**

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**VENDOR STATEMENT**

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**Property: Unit 5, 15 Graham Road, Carrum VIC 3197**

MM Conveyancing Pty Ltd  
Licensed Conveyancer  
25a Castleton Avenue  
TARNEIT VIC 3029  
Tel: 0469617350