

Contract of Sale of Land

Property address: 139-149 Avila Road CURLEWIS VIC 3222

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

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

Exceptions

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

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

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

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

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

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

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

The deposit moneys paid by the purchaser before the registration of the plan under an off-the-plan contract must be paid to the legal practitioner, conveyancer or licensed estate agent acting for the vendor.

Section 10F, Sale of Land Act 1962

If the period prescribed for the registration of the subdivision expires and the vendor intends to end this contract:

- The vendor is required to give notice of a proposed rescission of the contract under the sunset clause;
- The purchaser has the right to consent to the proposed rescission but is not obliged to consent;
- The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract;
- The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

Signing of this contract

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

Signed by the purchaser

on
dd/mm/yyyy

Print name(s) of person(s) signing

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

This offer will lapse unless accepted within [10] clear business days (3 clear business days if none specified).

Signed by the vendor

on
dd/mm/yyyy

Print name(s) of person(s) signing

Adorjan Balog and Irene Balog

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

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

Particulars of sale

Vendor's estate agent

Name:	Elders Real Estate
Address:	Suite 15, 400 Pakington Street NEWTOWN VIC 3220
Telephone:	5225 5000
Ref:	Peter Lindeman
Email:	peter.lindeman@elders.com.au

Vendor

Name(s):	Adorjan Balog and Irene Balog
Address:	1162-1170 Bellarine Highway Wallington VIC 3222

Vendor's legal practitioner or conveyancer

Name:	Bay City Conveyancing
Address:	13 Star Street Geelong
Telephone:	03 5221 9805
Email:	toni@bayconvey.com.au

Purchaser

Name(s):	
Address:	
Telephone:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Email:	

Land (general conditions 7 and 13)

The land is described in the following table. The land includes all improvements and fixtures.

Certificate of Title reference				being lot	on plan
Volume	10550	Folio	473	6	PS437206

Property address
The address of the land

139-149 Avila Road CURLEWIS VIC 3222

Goods sold with the land
General condition 6.3(f). List or
attach schedule.

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment

Price

Deposit

by
dd/mm/yyyy

(of which [amount] has been paid)

Balance payable at settlement

GST (general condition 19)

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

Not applicable

If this is a sale of a 'farming
business' or 'going concern' then
add the words '**farming business**'
or '**going concern**' in this box:

Not applicable

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

Not applicable

Settlement (general condition 17 and 26.2)

Is due on:
dd/mm/yyyy

Subject to Special Condition 6

Lease (general condition 5.1)

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

Not applicable

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box

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

Loan (general condition 20)

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

Lender

Loan amount

Approval date

Special conditions

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

SPECIAL CONDITIONS

- ☐ **Deposit bond** - General condition 15 applies only if the box is checked
- ☐ **Bank guarantee** - General condition 16 applies only if the box is checked
- ☐ **Building report** - General condition 21 applies only if the box is checked
- ☐ **Pest report** - General condition 22 applies only if the box is checked

Contract of Sale of Land—Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

Special Condition 1 - Auction

This condition applies only if the property is sold by way of auction.

The property is offered for sale by auction, subject to the vendor's reserve price. The Rules of the conduct of the auction will be as set out in the **Sale of Land (Public Auctions) Regulations 2024**, or any rules prescribed by regulation which modify or replace those Rules.

Special Condition 2 - Certain General Conditions Excluded or Varied

- (a) General Conditions 12, 14.3 and 31.4 to 31.6 inclusive do not apply to this contract.
- (b) Sub-clause 34.3 is added:
"34.3 If a default notice is served, the default shall be deemed remedied only when the provisions of sub-clause 34.2(b)(i) and 34.2(b)(ii) have each been satisfied."
- (c) General Conditions 14.7 (a) shall apply only if the vendor has an Estate Agent specified in the particulars of sale.
- (d) The numeral 14 where it appears in General Condition sub clause 21.2 and General Condition sub clause 22.2 is replaced with the numeral 7.
- (e) For the purposes of general conditions 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- (f) General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.
- (g) General Condition 19.3 is amended by inserting ", unless the margin scheme applies" after the second occurrence of the word "purchaser".

Special Condition 3 – Agreement by the Purchaser

The property is sold with all improvements thereon and forming part thereof and existing at the day of sale. The purchaser acknowledges and agrees that:

- (a) The purchaser has inspected the property and is purchasing it in its present state of repair and condition and subject to any defects with regard to its construction, condition, position, any infestations and dilapidation, or state of repair at the day of sale, and that the vendor is under no liability or obligation to the purchaser to carry out any improvements, alterations, repairs or other work to the property.
- (b) the vendor has not by themselves or through their agents, servants or employees made any representation as to fitness of the property for any particular purpose or otherwise.
- (c) The property may contain asbestos or other hazardous materials having regard to its age and state of repair.
- (d) They have read and understood the included Due diligence checklist and that the matters set out in the Due diligence checklist are treated as disclosure by the vendor of matters which may exist and as matters that should be investigated by the purchaser.
- (e) They must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchasers must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

Special Condition 4 – Waiver or Breach

No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the vendor. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

Special Condition 5 - Guarantee

- (a) If the purchaser or any nominee is a proprietary limited company ("corporation"), the purchaser will procure the execution of the attached guarantee by each of the directors of the corporation at the time of signing of this contract by the purchaser or nomination;
- (b) If any director of the corporation does not sign the attached guarantee at the time of signing by of this contract or nomination by the purchaser, a director subsequently requested to execute the attached guarantee must do so within seven days of the request;
- (c) If any person required to execute the guarantee fails to do so, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.

Special Condition 6 – Dates for Performance Holiday Season

The parties agree as fundamental terms of this contract to the following in precedence over any provision of this contract including the particulars of sale:

- (a) Any special condition date, loan approval date, or general condition date performance for which falls on or between 22 December 2025 and 11 January 2026 is varied to 12 January 2026;
- (b) Any settlement date which falls on between 22 December 2025 and 15 January 2026 is varied to 16 January 2026.

Special Condition 7 – Material Fact Disclosure

The purchaser acknowledges the following: The carport off the existing garage has been built without a building permit.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 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 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. 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

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land 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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. 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 lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

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

18.6 Settlement occurs when the workspace records that:

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

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

- (a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with 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 lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and

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

19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a ‘margin scheme’ supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) ‘GST Act’ means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) ‘GST’ includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of 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 lodgment 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 lodgment 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 lodgment 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.

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.

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		ACN	

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name		
In the presence of		Director(Sign)
Witness		

SIGNED SEALED AND DELIVERED by the said

Print Name		
In the presence of		Director(Sign)
Witness		

BAY CITY CONVEYANCING

Our Reference: Toni Blackwell

NOTIFICATION PURSUANT TO THE TAX ADMINISTRATION ACT 1953 ("Notification")

This Notification is pursuant to Section 14-250 of Schedule 1 of the *Tax Administration Act 1953* ("TAA") and its terms are provisions of the attached contract. This information is provided solely for the purpose of complying with the withholding provisions required by the TAA.

You are not required to withhold and direct funds to the Commission of Taxation at settlement of the sale of this property because:

The supply is not a supply of "New Residential Premises / Potential Residential Land" as defined by Section 40-75 of the A New Tax System (Goods & Services Tax) Act 1999 and further refined by Section 14-250(2) of the TAA.

VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962
Copyright Bay City Conveyancing 13 Star Street Geelong 3220

VENDOR: Adorjan Balog and Irene Balog
PROPERTY: 139-149 Avila Road CURLEWIS

DATE OF THIS STATEMENT: the day of 16-Sep-25

Signature of the vendor:

Signed by: DocuSigned by:
Adorjan Balog Irene Balog
00A07616C0B34C0... 00A07616C0B34C0...

Adorjan Balog and Irene Balog

The purchasers acknowledge being given a duplicate of this statement by the vendor before the purchasers signed any contract.

DATE OF THIS ACKNOWLEDGEMENT: the day of

Signatures of the purchaser:

DUE DILIGENCE CHECKLIST

A copy of the Due Diligence Checklist as prescribed and current as at the date of preparation of this statement is included for convenience.

VENDOR’S STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

139-149 Avila Road CURLEWIS

TITLE

Attached is a copy of the **Register Search Statement** including any plan of subdivision and covenant where applicable.

RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered and subject to any in favour of the local water authority Barwon Region Water full particulars of which may be obtained therefrom) are as set out in the attached copies of title documents and sewer plan including easement implied to the area within one metre of any sewer main shown on the plan and any easement in respect of any drainage pipes. There is no failure to comply with their terms to the vendors knowledge.

PLANNING

Planning Scheme information applying to the land is contained in the attached Property Report. In addition to the authority listed as responsible for the planning scheme on the Property Report, the Minister for Planning is the responsible authority and planning authority for certain large scale developments within certain parts of Victoria and other areas as set out herein: <https://www.planning.vic.gov.au/guides-and-resources/legislation-regulation-and-fees/the-role-of-the-minister>

BUSHFIRE

If the land is in a designated bushfire prone area details are in the attached Property Report.

BUILDING APPROVALS

Attached are particulars of any building permit issued in the past seven years.

INSURANCE PURSUANT TO SECTION 137B OF THE BUILDING ACT 1993

Not applicable.

SERVICES – The following services are connected to the land unless the word **NO** appears–

Service	
Electricity	
Gas	NO
Water	
Sewerage	NO
Telephone	NO

OUTGOINGS & STATUTORY CHARGES

The amount of any rates, taxes, charges or other similar outgoings affecting the land including any unpaid interest payable on any part of those rates, taxes, charges or outgoings including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale other than Owners Corporation fees where applicable otherwise detailed herein do not exceed \$7,500.00 plus any land tax in the ownership of the purchaser. Land tax is not adjustable between the parties in the year of settlement, and the liability for land tax for the year of settlement remains with the vendor. The purchaser may incur a land tax liability in the ownership of the purchaser depending on the circumstances of the purchaser.

Tax Reform Scheme Land

- (a) The land is **NOT** tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024;
- (b) the AVPCC most recently allocated to the land: **117**
- (c) If the land is tax reform scheme land, its entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024: **Not applicable**

NOTICES

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 of which the vendor might reasonably be expected to have knowledge or any 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 and including any notice under section 6 of the Land Acquisition & Compensation Act 1986) are as follows:

There are none to the vendor's knowledge save as detailed herein or attached, but the vendor has no means of knowing of all the decisions of public authorities or government departments affecting the property unless communicated to the vendor.

**Prepared by Bay City Conveyancing
Section 32 Statement Attachments Follow**

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Register Search Statement - Volume 10550 Folio 473

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

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

VOLUME 10550 FOLIO 473

Security no : 124128076033Y
Produced 15/09/2025 11:21 AM

LAND DESCRIPTION

Lot 6 on Plan of Subdivision 437206S.
PARENT TITLE Volume 10471 Folio 150
Created by instrument PS437206S 25/10/2000

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
ADORJAN BALOG of 139-149 AVILA ROAD CURLEWIS VIC 3222
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
IRENE BALOG of 139-149 AVILA ROAD CURLEWIS VIC 3222
AQ689624D 02/02/2018

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS437206S 25/10/2000

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.

AGREEMENT as to part Section 173 PLANNING AND ENVIRONMENT ACT 1987
T793014M 27/07/1995

DIAGRAM LOCATION

SEE PS437206S 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: 139-149 AVILA ROAD CURLEWIS VIC 3222

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 15/09/2025, for Order Number 89062729. Your reference: 25-0941.

PLAN OF SUBDIVISION		STAGE No 	LTO USE ONLY EDITION 2	PLAN NUMBER PS4372065	
LOCATION OF LAND PARISH: MOOLAP TOWNSHIP: _ SECTION: I CROWN ALLOTMENT: - CROWN PORTION: 23 (PART) LTO BASE RECORD: LITHO (3153) TITLE REFERENCES: Vol 10471 Fol 150 LAST PLAN REFERENCE/S: PS 422721J (LOT 2) POSTAL ADDRESS: AVILA ROAD (At time of subdivision) CURLEWIS, 3222 AMG Co-ordinates (of approx centre of land in plan) E 280 800 N 5 772 800 ZONE: 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: CITY OF GREATER GEELONG REF: 4891 1. This plan is certified under Section 6 of the Subdivision Act 1988 2. This plan is certified under Section 11(7) of the Subdivision Act 1988 Date of original certification under Section 6 / / 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988 OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made (ii) The requirement has been satisfied (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date 26/ 5/ 00 Re-certified under Section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /			
VESTING OF ROADS AND/OR RESERVES					
IDENTIFIER	COUNCIL/BODY/PERSON	NOTATIONS			
ROAD RI RESERVE No.1	CITY OF GREATER GEELONG CITY OF GREATER GEELONG	STAGING This is/ is not a staged subdivision Planning permit No. DEPTH LIMITATION DOES NOT APPLY THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.			
NOTE: THOSE PARTS OF THE EASEMENT CREATED IN C/E T816116H WHICH AFFECT THE ROAD RI & RESERVE No.1 WILL MERGE UPON REGISTRATION ON THIS PLAN.					
SURVEY THIS PLAN IS / IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) IN PROCLAIMED SURVEY AREA No					
EASEMENT INFORMATION				LTO USE ONLY	
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				STATEMENT OF COMPLIANCE EXEMPTION STATEMENT RECEIVED ☒ DATE 20/10/00	
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	LTO USE ONLY PLAN REGISTERED TIME 2.30 DATE 25/10/2000 <i>Jan. R. M. Ford</i> Assistant Registrar of Titles SHEET 1 OF 3 SHEETS
E-1	DRAINAGE	10	C/E T816116H	CITY OF GREATER GEELONG	
E-2	DRAINAGE	10	PS422721J	CITY OF GREATER GEELONG	
E-3	As specified in Section 45 of the Planning & Environment Act 1987	8	Section 45 of the Planning & Environment Act 1987, U888641H	CITY OF GREATER GEELONG	
E-4	DRAINAGE	SEE PLAN	THIS PLAN	CITY OF GREATER GEELONG	
GRANT ST QUENTIN SURVEYORS 76 LITTLE RYRIE STREET GEELONG 3220 PO BOX 919 GEELONG 3220 PH (03)52292011 FAX (03)52292909				LICENSED SURVEYOR (PRINT) GRANT S'QUENTIN SIGNATURE DATE / / REF 4723/00 VERSION 03	

PLAN OF SUBDIVISION

STAGE No

PLAN NUMBER

PS4372065

PORT PHILLIP BAY

RESERVE No.1
4.174 ha.

3
1.904 ha.

2
2.140 ha.

1
1.749 ha.

4
1.849 ha.

5
2.233 ha.

6
2.128 ha.

7
3.514 ha.

AVILA ROAD

GRANT ST QUENTIN

SURVEYORS

76 LITTLE RYRIE STREET GEELONG 3220
PO BOX 919 GEELONG 3220
PH (03)52292011 FAX (03)52292909

20 0 20 40 60 80 100
LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:2000 SIZE
A3

LICENSED SURVEYOR(PRINT) GRANT ST QUENTIN

SIGNATURE DATE / /

REF 4723/00

VERSION 03

SHEET 2 OF 3 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No

PLAN NUMBER

PS4372065

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.

LAND TO BENEFIT: LOTS 1 - 7 ON THIS PLAN

LAND TO BE BURDENED: LOTS 1 - 3, 5 - 7 ON THIS PLAN

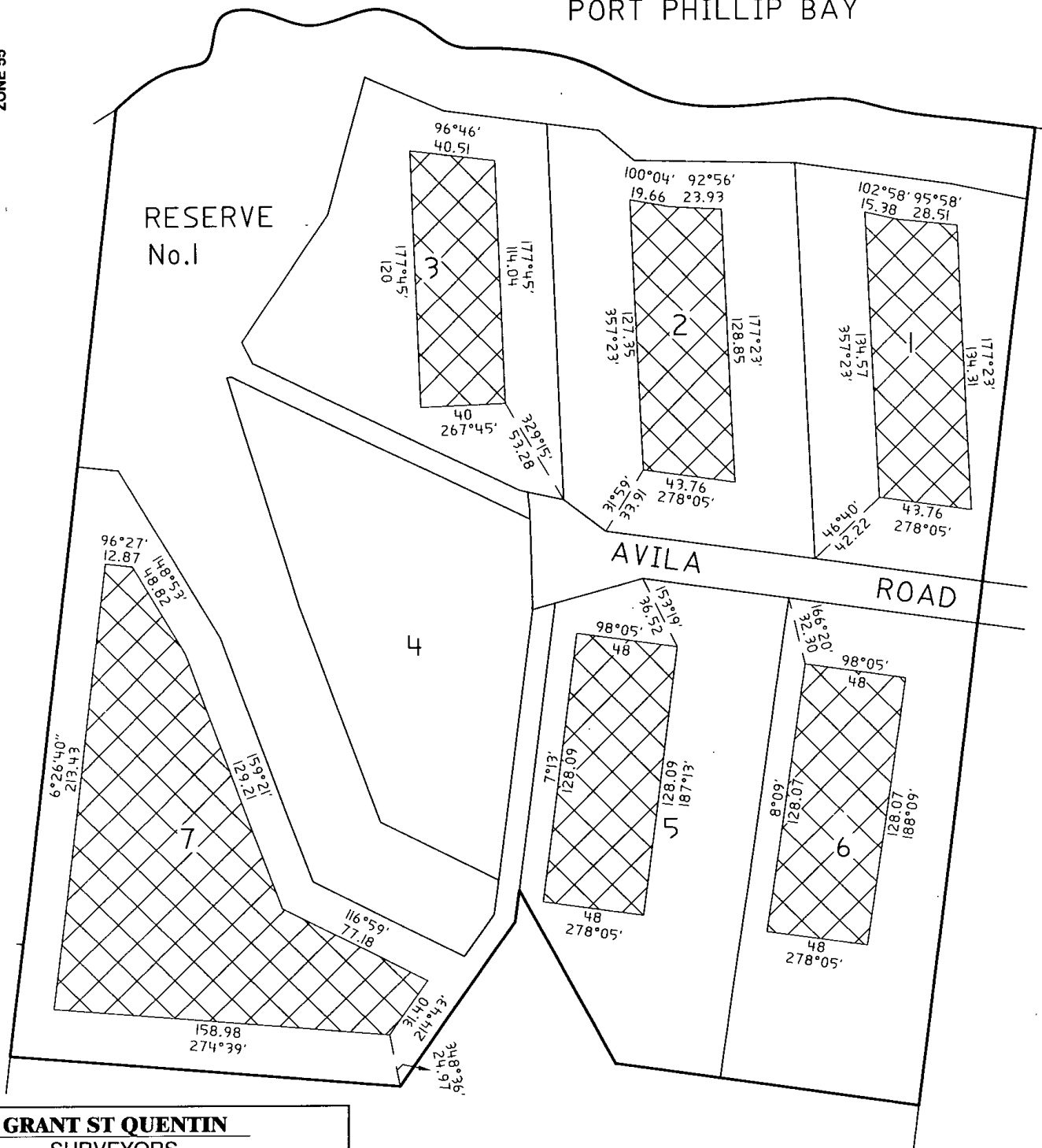
DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS ON THIS PLAN SHALL NOT CONSTRUCT BUILDINGS ON THE LAND EXCEPT WHERE SHOWN CROSS HATCHED ON THE DIAGRAM BELOW.

A.M.G.
ZONE 55

PORT PHILLIP BAY

RESERVE
No.1



GRANT ST QUENTIN

SURVEYORS

76 LITTLE RYRIE STREET GEELONG 3220
PO BOX 919 GEELONG 3220
PH (03)52292011 FAX (03)52292909

20 0 20 40 60 80 100
LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
1:2000 SIZE
A3

LICENSED SURVEYOR(PRINT) GRANT ST QUENTIN

SIGNATURE DATE / /

REF 4723/00 VERSION 03

SHEET 3 OF 3 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

MODIFICATION TABLE

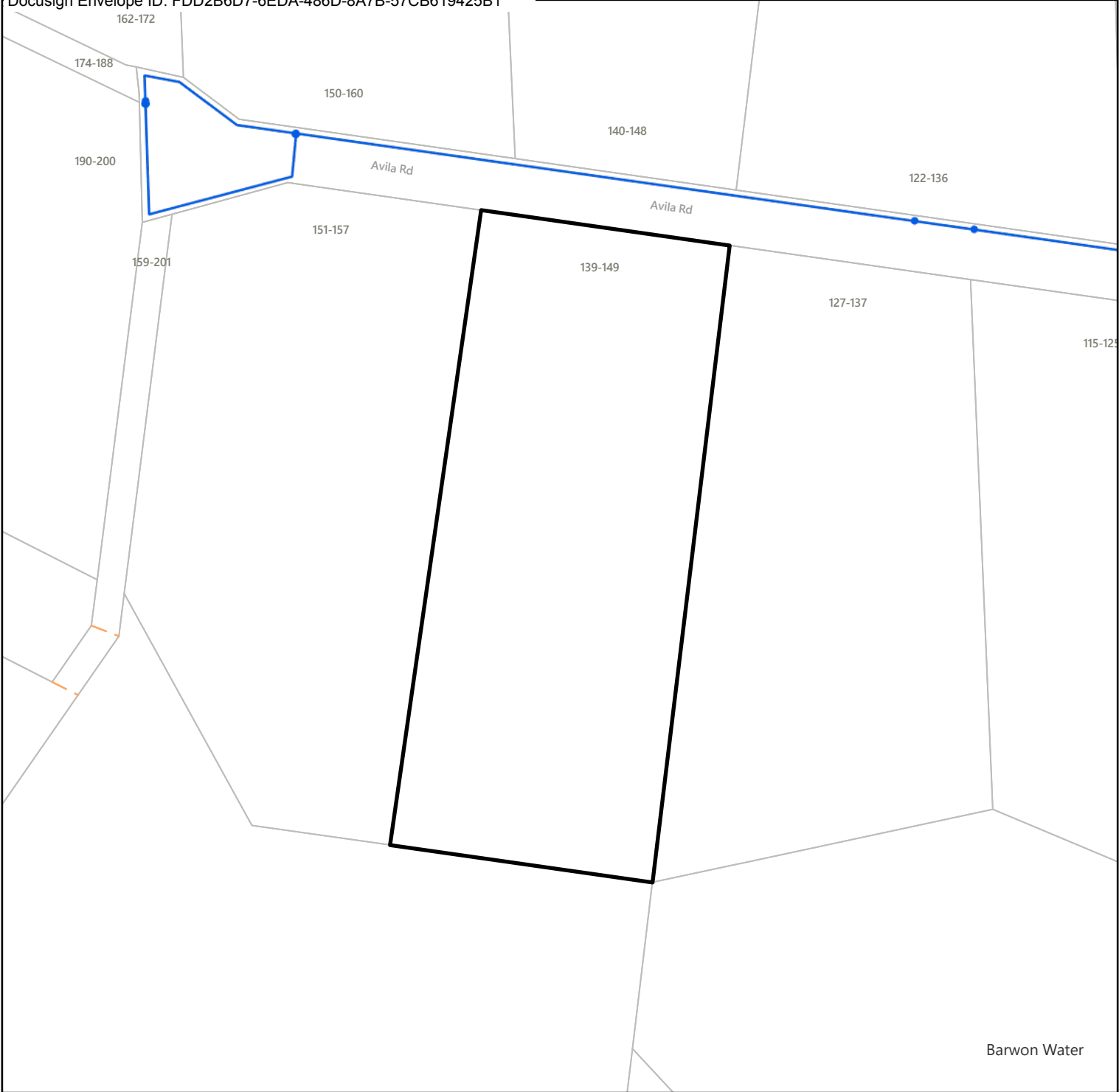
RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS437206S

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

[illegible]



Barwon Water

139-149 Avila Rd, Curlewis, 3222

Details

Address: 139-149 Avila Rd, Curlewis, 3222

Lot: 6

Installation: 20243880

Drainage Plan: US224

VBA Consent:

Branch Length:

End Point Depth:

Branch Type:

Distance From Manhole:

Boundary Tie: Potable Water

Recycled Water

Sewer

Comments:

Date Submitted: _____

Plumber/Drainer: _____

License No: _____

Phone No: _____

Compliance Cert No: _____

Comments: _____

Scale: 1:2,000

Created: 15/09/2025

WARNINGS

Indicates the presence of a hazardous zone. Follow OH&S Guidelines Barwon Water OH&S Alert
Entry into any manhole or the construction of a new connection to a live sewer is controlled by confined space and OH&S Regulations.

DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.



P.O.Box 659 Geelong 3220 T: 1300 656 007 F: 03 5221 8236
Email: info@barwonwater.vic.gov.au
Web address: www.barwonwater.vic.gov.au

Legend

- Gravity Sewer
- Pressure Sewer
- Portable Water
- Recycled Water
- Cracked AC Pipe
- Asbestos in Wrapping
- Benzene Detected
- LEL Detected
- Contaminated Ground

Fixtures

- Closet 1
- Bath 2
- Sink 3
- Trough 4
- Basin 5
- Shower 6
- Washing Machine 7



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 08 September 2025 10:29 AM

PROPERTY DETAILS

Address: **139-149 AVILA ROAD CURLEWIS 3222**
 Lot and Plan Number: **Lot 6 PS437206**
 Standard Parcel Identifier (SPI): **6\PS437206**
 Local Government Area (Council): **GREATER GEELONG**
 Council Property Number: **312240**
 Planning Scheme: **Greater Geelong**
 Directory Reference: **Melway 455 D8**

www.geelongaustralia.com.au

[Planning Scheme - Greater Geelong](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Urban Water Corporation: **Barwon Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

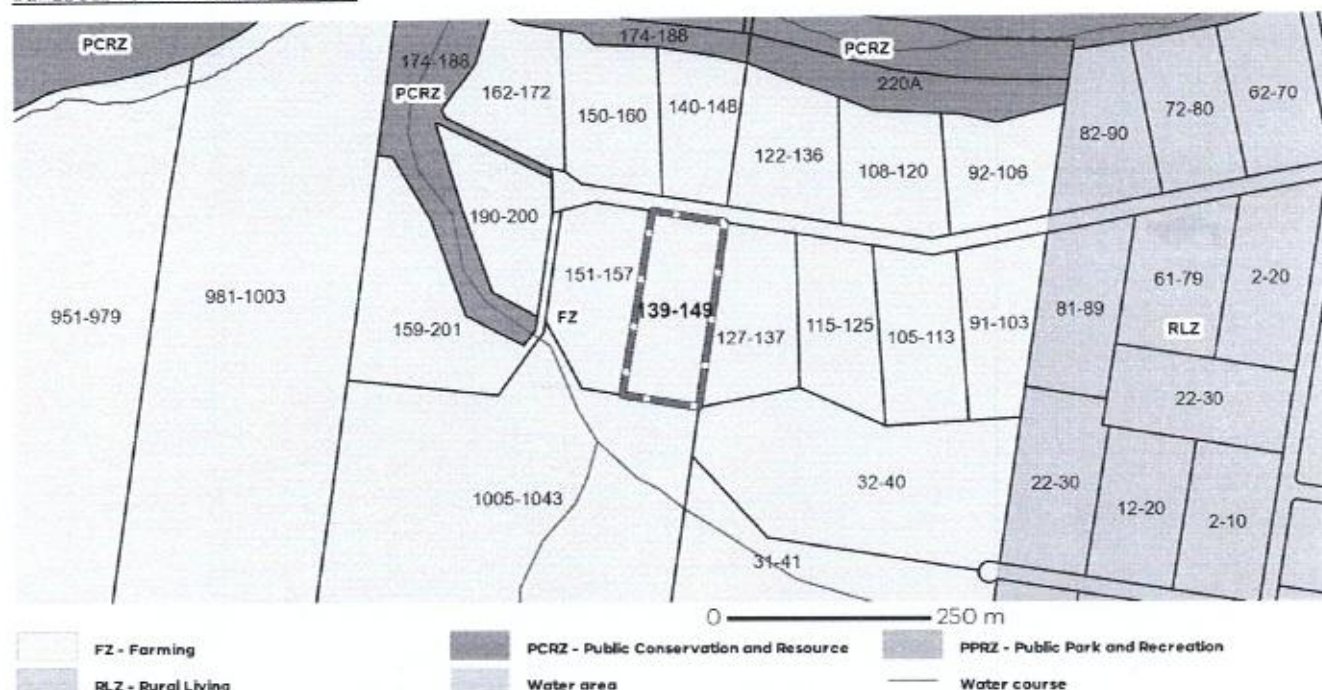
Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **BELLARINE**
 OTHER
 Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

FARMING ZONE (FZ)

SCHEDULE TO THE FARMING ZONE (FZ)



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

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

PLANNING PROPERTY REPORT: 139-149 AVILA ROAD CURLEWIS 3222

Page 1 of 3

PLANNING PROPERTY REPORT



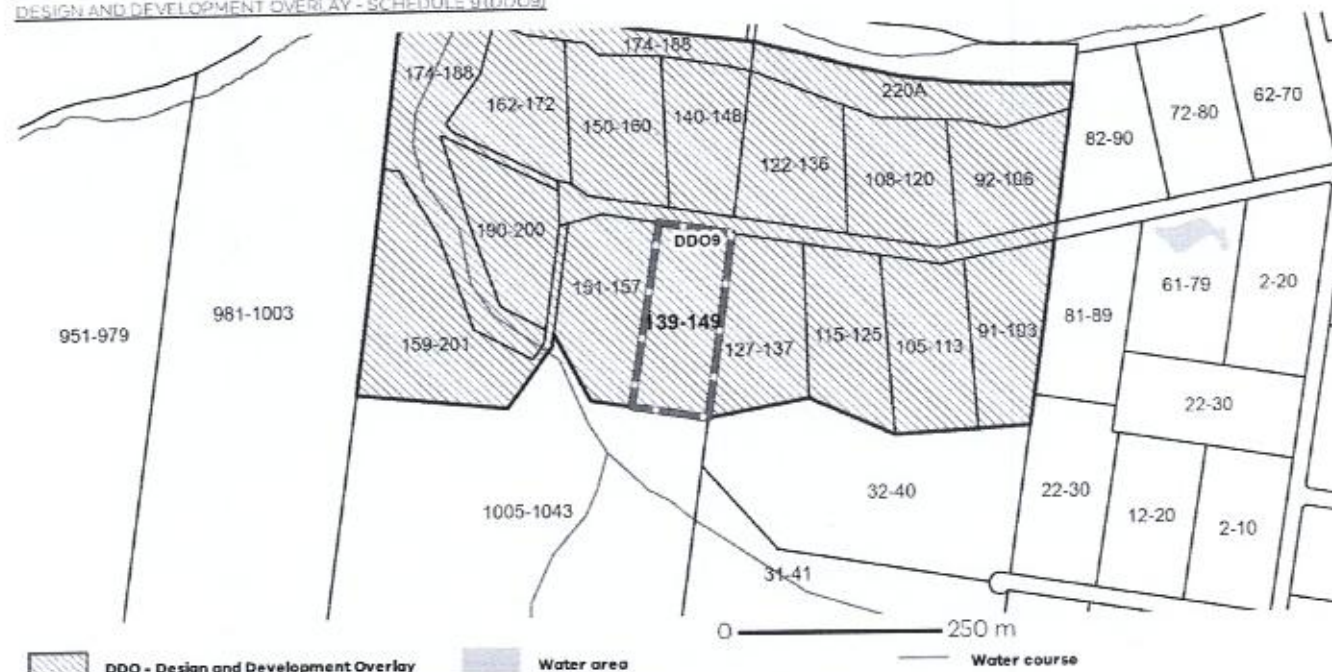
VICTORIA
State
Government

Department
of Transport
and Planning

Planning Overlay

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 9 (DDO9)



Further Planning Information

Planning scheme data last updated on 28 August 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/vicoplan>

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

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PLANNING PROPERTY REPORT: 139-149 AVILA ROAD CURLEW, 3222

Page 2 of 3

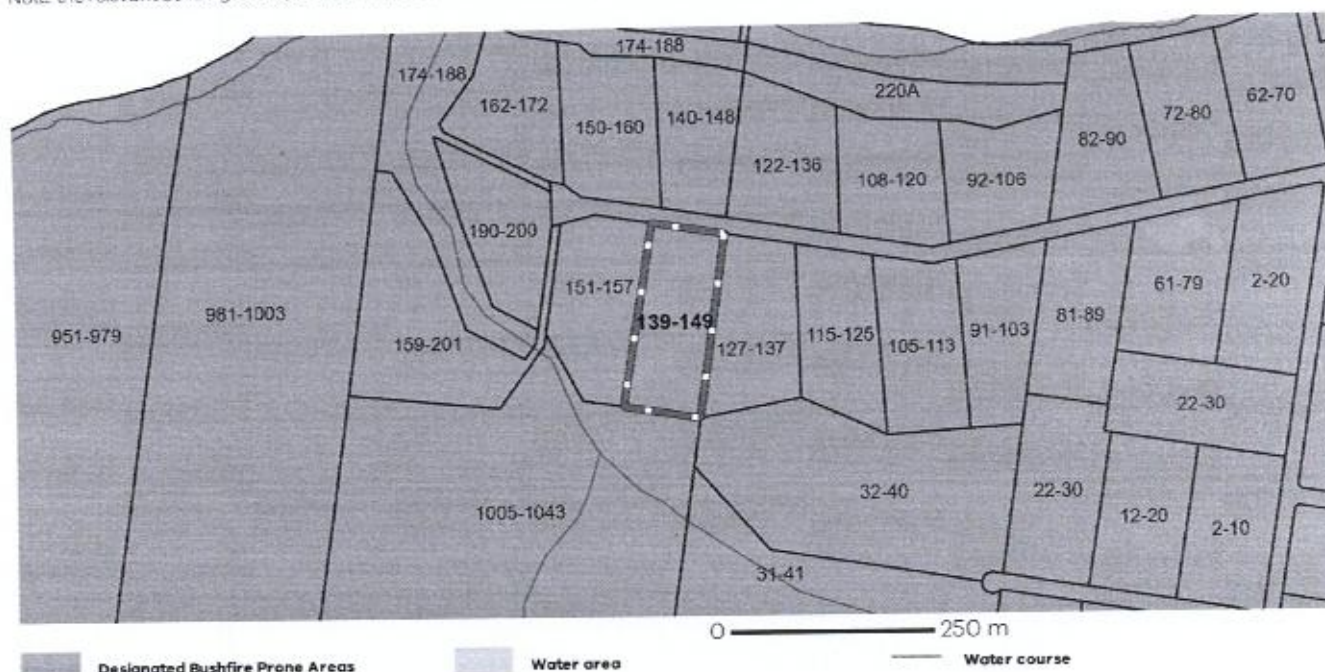
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 \(environment.vic.gov.au\)](#).

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PLANNING PROPERTY REPORT: 139-149 AVILA ROAD CURLEWIS 3222

Page 3 of 9



EUREKA CONSTRUCTIONS
BUILDING SURVEYORS & CONSULTANTS

Building Permit

Form 2 Building Act 1993 Building Regulations 2018 – Regulation 37(1)

Permit No: BS-L 40110/7813698907709

Issued To - Agent of Owner

Name:	Kane Reardon
Company:	Orca Construction Group
ACN/ABN:	N/A
Postal Address:	1 Park Lane Torquay Vic 3228 Australia
Email:	kane@orcaconstructiongroup.com.au
Telephone:	0438 348 448

Address for Serving or Giving of Documents

Address:	1 Park lane Torquay Vic
Contact Person:	Kane Reardon
Phone:	0438 348 448
Email:	kane@orcaconstructiongroup.com.au

Ownership Details

Name:	Adorjan & Irene Balog
ACN/ABN:	N/A
Postal Address:	139-149 Avilla Road Curlewis 3222
Email:	balog.nom@gmail.com
Contact Person:	Adorjan & Irene
Phone:	0428 591 517

Property Details

Address:	Lot 6, 139-149 Avilla Road Curlewis Vic 3222
Title Details:	LP/PS: PS437206S, Vol: , Folio:
Municipal District:	City of Greater Geelong

Builder

Name:	Bryce Vincent
Phone:	0407 694 515
ACN/ABN:	
Registration No.:	DB-U 45764
Postal Address:	2, 23 Muirfield Avenue Jan Juc Vic 3228 Australia

This builder is specified under section 24B 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

Name:	Bryce Vincent
Phone:	0407 694 515
Postal Address:	2, 23 Muirfield Avenue Jan Juc Vic 3228

Building Permits, Building Inspections, Building Consultancy, Regulatory Advice



EUREKA CONSTRUCTIONS

BUILDING SURVEYORS & CONSULTANTS

Building Practitioner or Architect Engaged to Prepare Documents for this Permit

Name	Category/Class	Registration No.
Warren Hobbs	Architect	DP-AD 15675
John Khouri	Civil Engineer	PE0003232

Details of Domestic Building Work Insurance

Name of Builder:	Bryce Vincent
Insurance Provider:	BOVILL RISK & INSURANCE CONSULTANTS PTY LTD
Number:	C665605
Policy Issued:	14/12/2021
Policy Cover:	N/A

Nature of Building Works

Construction of a garage

Version of BCA applicable to Permit:	BCA 2019 Volume 2 Amendment 1
Stage of building work permitted:	ALL
Total floor area of new building work in m2:	0.00
Cost of building work (this stage):	\$205,416.00
Cost of building work (all stages):	\$205,416.00

Building Classification

Nature of Work	Part of Building	BCA Classification
Construction of a garage	Garage	10a

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. Prior to placing a footing - piers
2. Prior to placing a footing - pre-slab
3. Prior to pouring an in-situ concrete member - slab steel
4. Completion of framing
5. Final upon completion of building works

Occupation or Use of Building

A certificate of final inspection is required prior to the occupation or use of this building.

If an occupancy permit is required, The permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 30 March 2023

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

Building Permits, Building Inspections, Building Consultancy, Regulatory Advice



EUREKA CONSTRUCTIONS
BUILDING SURVEYORS & CONSULTANTS

regulation 59 of the Building Regulations 2018.

This building work must be completed by 30 March 2024

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.

Permit Conditions

This building permit is subject to the following conditions –

1.	All planning permit requirements are to be complied with.
2.	The manufacturer's details of the proposed roof trusses (i.e. certification, computations and layout diagrams) are to be submitted for approval within 14 days of the frame inspection being carried out.
3.	Artificial lighting to comply with Part 3.12 BCA 2019 (Artificial lighting) – In a Class 10 building - 3W/m2.
4.	Each mandatory inspection stage is to be inspected and approved before works may proceed.
5.	The building permit has been issued 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.
6.	No alteration to or variation from the stamped plans and Specifications may be made without written consent of the Building Surveyor. This building approval is issued 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 permit or approvals may need to be obtained under other Acts or other Regulations – including the Planning and Environment Act 1987. Building works must be carried out in accordance with the endorsed approved plans and specifications.
7.	Site is to be adequately fenced and secured at all times.
8.	It is the owners and /or builder's responsibility to call for all inspections including the final inspection for this building permit.
9.	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 Building Regulations. 2018.

Building Permits, Building Inspections, Building Consultancy, Regulatory Advice

PO Box 549, Neerim South Vic, 3831 – 03 5628 4272 – Mobile 0417 039 933
Email: peter@eurekaconstructions.net.au - ABN 91 431 016 008



EUREKA CONSTRUCTIONS
BUILDING SURVEYORS & CONSULTANTS

Relevant Building Surveyor

Name: Peter Lalor
ACN: 91 431 016 008
Address: PO Box 549 Neerim South Vic 3831
Email: peter@eurekaconstructions.net.au
Building practitioner registration no.: BS-L 40110
Permit No.: BS-L 40110/7813698907709
Date of Issue of Permit: 30 March 2022

Signature:

A handwritten signature in black ink, appearing to read 'Peter Lalor'.

Building Permits, Building Inspections, Building Consultancy, Regulatory Advice

PO Box 549 Neerim South Vic 3831 – 03 5628 4272 – Mobile 0417 039 933
Email: peter@eurekaconstructions.net.au – ABN 91 431 016 008

EUREKA CONSTRUCTIONS

BUILDING SURVEYORS & CONSULTANTS

Terms and Conditions

1. Role of Eureka Constructions

1.1 Professional Standard of Care

In performing the Services, Eureka Constructions shall:

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

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

2. Payment to Eureka Constructions for Services

2.1 Client to Make Payment

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

2.2 Timing of Payment

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

2.3 Interest on Overdue Payment

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

2.4 Disputed Claims

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

2.5 Payment of Costs if Building Works Delayed

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

2.6 Effect of Termination on Right to Payment

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

2.7 Changes in Laws

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

3. Scope of Liability

3.1 Direct and Indirect Loss

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

3.2 Maximum Amount of Liability

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

3.3 Release

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

3.4 Duration of Liability

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

3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, Eureka Constructions does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the

Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

3.6 Indemnity

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

4. Termination of Services

4.0 Termination by Client

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

(a) If Eureka Constructions is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on Eureka Constructions of a notice requiring the breach to be remedied; or (b) if the Client serves on Eureka Constructions a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

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

- (a) If the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as Eureka Constructions may allow) of the service by Eureka Constructions on the Client of a notice requiring the breach to be remedied; or
- (b) If the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as Eureka Constructions may allow) of the service by Eureka Constructions on the Client of a notice requiring the breach to be remedied; or
- (c) If Eureka Constructions serves on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

4.2 Termination Not to Affect Rights in Respect of Prior Breaches Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

4.3 Work-in-Progress

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

5. General Matters

5.1 Transfer and Assignment

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

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

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

5.2 Consultants

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

6. Definitions and Interpretation

6.1 Definitions

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

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

- (a) If the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and
- (b) In any other case, the whole provision is severed and the remainder of these Terms of Engagement continue in force.

Building Permits, Building Inspections, Building Consultancy, Regulatory Advice

PO Box 549 Neerim South Vic 3831 – 03 5628 4272 – Mobile 0417 039 933

Email: peter@eurekaconstructions.net.au ABN 91 431 016 008

PLANNING PERMIT

Permit No. PP-919-2020
Planning Scheme Greater Geelong Planning Scheme
Responsible Authority Greater Geelong City Council

ADDRESS OF THE LAND 139-149 AVILA ROAD, CURLEWIS
THE PERMIT ALLOWS CONSTRUCTION OF A GARAGE GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Endorsed Plans

1. The development as shown on the endorsed plan(s) must not be altered without the written consent of the Responsible Authority.

Expiry

2. This permit as it relates to the development of buildings will expire if one of the following circumstances applies:
 - a) The development of the building(s) hereby approved has not commenced within two (2) years of the date of this permit.
 - b) The development of the building(s) hereby approved is not completed within four (4) years of the date of this permit.The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires; or
 - a) Within six (6) months after the permit expires where the use or development has not yet started; or
 - b) Within twelve (12) months after the permit expires, where the development allowed by the permit has lawfully commenced before the permit expiry.

Notes:

1. This property is in a designated bushfire prone area.
2. Special bushfire construction requirements apply at the Building Permit stage.
3. This permit has not determined the Bushfire Attack Level (BAL).
4. Any building should consider AS 3959-2018 Construction of Buildings in Bushfire-prone Areas (Standards Australia, 2018) or any amendments to this Standard.

Signature of the



Date Issued: 24 November 2020

Responsible Authority:

Planning and Environment Amendment Regulations 2015

Form 4



PO BOX 104
GEELONG VIC 3220
DX 22063 GEELONG

TELEPHONE 03 5272 5272
FACSIMILE 03 5272 4486
www.geelongaustralia.com.au

J3Design
31 Stokes Street
QUEENSCLIFF VIC 3225

24 November 2020

PP: PP-919-2020

This document was delivered electronically to mail@j3design.com.au

Dear Sir/Madam

Re: Planning Permit Application No.: PP-919-2020
Address: 139-149 Avila Road, CURLEWIS
Proposal: Construction of a Garage

I refer to the above application and wish to advise that under authority delegated by the Responsible Authority, your application for the abovementioned proposal in accordance with the plans submitted, has been considered.

After due consideration, it was resolved to grant a Planning Permit.

Please find enclosed a copy of the permit and endorsed plans. Also, please see attached, information detailing various approvals which may be required in addition to a Planning Permit.

Should you require any further information please contact **Todd Beaglehall** on **tbeaglehall@geelongcity.vic.gov.au** or **03 5272 4498**

Yours sincerely

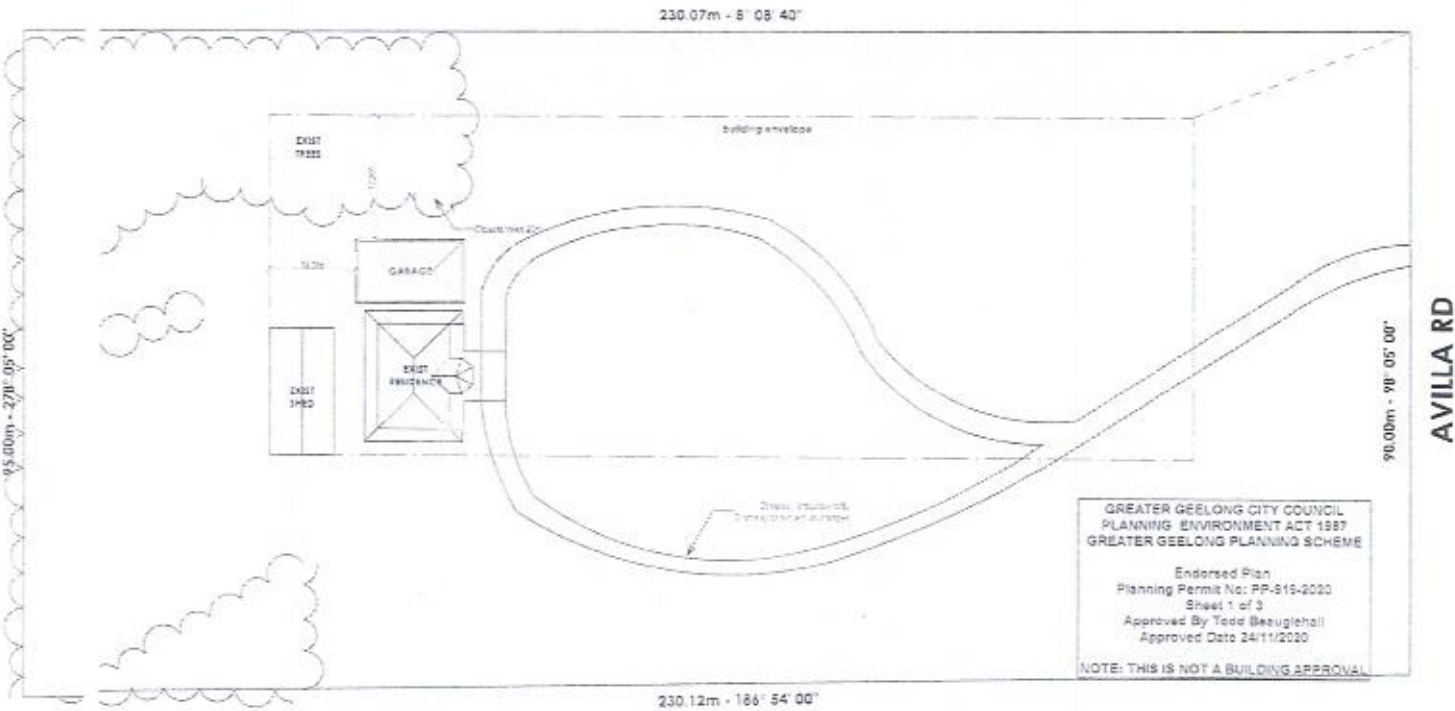
A handwritten signature in black ink, appearing to read "T. Beaglehall", with a horizontal line drawn above it.

Todd Beaglehall
STATUTORY PLANNER

STATUTORY PLANNING
100 BROUGHAM STREET, GEELONG

- Attachments**
- Useful Information
 - Planning Permit
 - Endorsed Plans

City of Greater Geelong, Strategic Planning, Date Received 5/10/2020



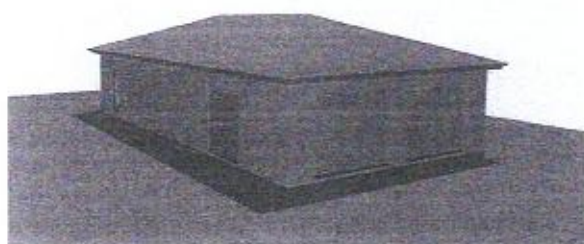
SITE PLAN

PROPOSED GARAGE & ENTRY GATES

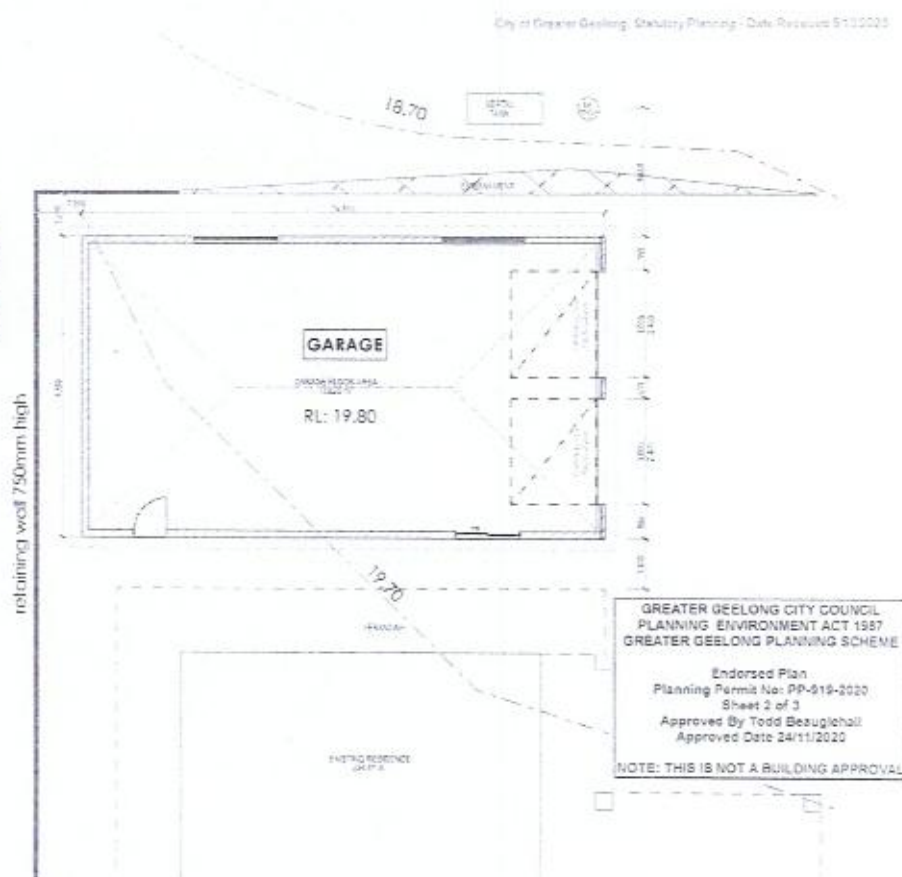
139-149 Avila Rd
Curlewis 3222

PLANNING	1
SITE PLAN	11361
	Warren Hobbs
	Plot Date: 1/10/2020





3D-VIEW



PROPOSED GARAGE & ENTRY GATES

139-149 Avila Rd
Curlewis 3222

PLANNING

GROUND FLOOR

2

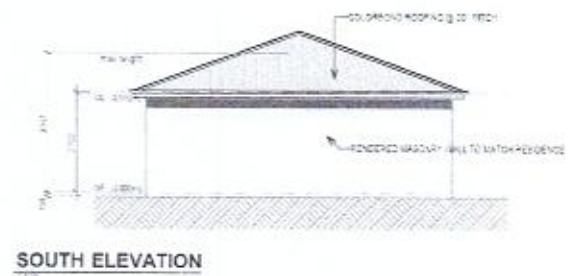
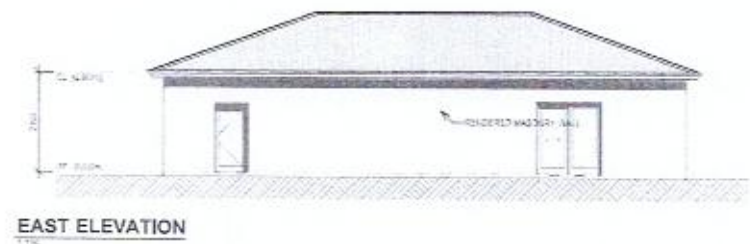
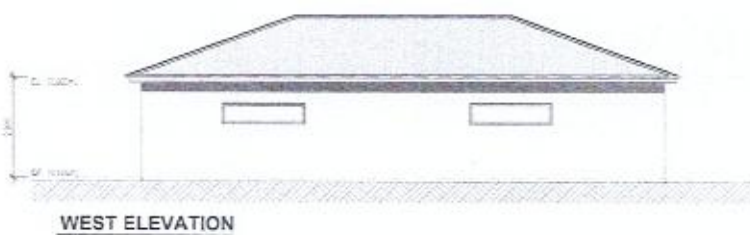
11361

Warren Hobbs

Plot Date: 1/10/2020



City of Greater Geelong, Strategic Planning - Date Received 5/10/2020



COLOUR PALETTE



GREATER GEELONG CITY COUNCIL
PLANNING ENVIRONMENT ACT 1987
GREATER GEELONG PLANNING SCHEME

Endorsed Plan
Planning Permit No: PP-919-2020
Sheet 3 of 3
Approved By Todd Beaughall
Approved Date 24/11/2020

NOTE: THIS IS NOT A BUILDING APPROVAL.

PROPOSED GARAGE & ENTRY GATES

139-149 Avila Rd
Curlewis 3222

PLANNING	3
ELEVATIONS	11361
	Worren Hobbs
	Plot Date: 1/10/2020





EUREKA CONSTRUCTIONS
BUILDING SURVEYORS & CONSULTANTS

Certificate of Final Inspection

Form 17 Building Act 1993 Building Regulations 2018 – Regulation 200

Certificate No: BS-L 40110/7813698907709

Property Details: Lot 6, 139-149 Avilla Road Curlewis Vic 3222
Title Details: LP/PS: PS437206S, Vol: , Folio:
Municipal District: City of Greater Geelong

Building Permit Details

Building Permit No.: BS-L 40110/7813698907709
Version of BCA applicable to building permit: NCC 2019 Vol 2 Amd 1
Description of Building Work: Construction of a garage

Part of Building	Permitted Use	BCA Class
Garage	Domestic	10a

Maintenance Determination

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Directions to Fix Building Work

All directions to fix building work under Part 4 of the Building Act 1993 have been complied with.

Relevant Building Surveyor

Name: Peter Lalor
Address: PO Box 549 Neerim South Vic 3831
Email: peter@eurekaconstructions.net.au
Building practitioner registration no.: BS-L 40110

Certificate No.: BS-L 40110/7813698907709

Date of Issue: 14 December 2022

Signature:

Building Permits, Building Inspections, Building Consultancy, Regulatory Advice

PO Box 549 Neerim South Vic 3831 – 0417 039 933 – Mobile 0417 039 933
Email: office@eurekaconstructions.net.au - ABN 91 431 016 008



BOVILL RISK & INSURANCE CONSULTANTS PTY LTD
 Suite 14, 71 Victoria Crescent
 Abbotsford VIC 3067
 bric.com.au
 1800 077 933

Domestic Building Insurance

Certificate of Insurance

Adorjan Balog, Irene Balog
 139-149 Avila Rd
 CURLEWIS
 VIC 3222

Policy Number:
C665605

Policy Inception Date:
14/12/2021

Builder Account Number:
011540

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: **C04: Alterations/Additions/Renovations - Structural**
 At the property: **139-149 Avila Rd CURLEWIS VIC 3222 Australia**
 Carried out by the builder: **BHV CONSTRUCTION PTY LTD**
 Builder ACN: **164495998**

! 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): **Adorjan Balog, Irene Balog**

Pursuant to a domestic building contract dated: **14/12/2021**

For the contract price of: **\$ 205,417.00**

Type of Cover: **Cover is only provided if BHV CONSTRUCTION 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

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.

Issued by Victorian Managed Insurance Authority

Date Generated: 14/12/2021
 OFFICE USE ONLY: COI-0717-1
 Page 1 of 2

Victorian Managed Insurance Authority
 ABN 39 682 497 841
 PO Box 18409, Collins Street East Victoria 8003
 P: 1300 363 424



2025-26 RATES, VALUATION AND CHARGES NOTICE



ABN 18 374 210 672

All items are GST free.

A Balog and I Balog
139-149 Avila Road
CURLEWIS VIC 3222

RATE NO. **113703**

PROPERTY 139-149 Avila Road, CURLEWIS VIC 3222
21280m2 Lot 6 PS 437206

AVPCC	117 - Residential Rural / Lifestyle (0.4 to 100 Ha)	
VALUATIONS	Site: land only	\$1,200,000
	Capital improved: land + building + improvements	\$1,650,000
	Net annual:	\$82,500
RATES AND CHARGES	Residential Rate 0.00210278 x \$1,650,000	\$3,469.55
	*Waste Management Charge	\$509.55
	Sub Total	\$3,979.10

STATE GOVERNMENT EMERGENCY SERVICES AND VOLUNTEERS FUND	Classification: Residential	
	Residential Variable 0.000173 x \$1,650,000	\$285.45
	Residential Fixed	\$136.00
	Sub Total	\$421.45

Total Due \$4,400.55

**ONE
PAYMENT
IN FULL**

\$4,400.55

Due by
15 February 2026

or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2025, otherwise your balance will be due on 15 February 2026.

**FIRST
INSTALMENT**

\$1,100.25

Due by
30 September 2025

**SECOND
INSTALMENT**

\$1,100.10

Due by 30 November 2025

**THIRD
INSTALMENT**

\$1,100.10

Due by 28 February 2026

**FOURTH
INSTALMENT**

\$1,100.10

Due by 31 May 2026

Rating Period	1 July 2025 to 30 June 2026
Declared	1 July 2025
Valuation Level	1 January 2025
Operative	1 July 2025
Issue Date	12 August 2025

PAYMENT METHODS

ONLINE OR BY PHONE

Online: www.geelongaustralia.com.au/rates
Phone: **1300 858 058** Ref: **113703**

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



BPAY

Bill Code: **17475**
Ref: **1000 0113 7033**

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

DIRECT DEBIT

Call 5272 5272 for an application form, or go to www.geelongaustralia.com.au



CENTREPAY

Go to servicesaustralia.gov.au/centrepay for more information.



IN PERSON

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



Payments after 04 August 2025 may not appear on this notice.

*The Waste Management Charge includes an Environmental Protection Agency (EPA) levy estimated at \$103.03

Full payment

\$4,400.55



Post
Billpay



*877 1137033

Or First instalment

\$1,100.25



Post
Billpay



*877 1137033

Council Use



Barwon Region Water Corporation
ABN 86 348 316 514

Date of Issue
19 June 2025

Tax Invoice/Statement



697096-001 000692(2793) 0023
A & I Balog
139-149 AVILA RD
CURLEWIS, VIC 3222

1300 656 007

www.barwonwater.vic.gov.au

Account number
69000001 00139180

Payment due
21 July 2025

Total amount due
\$ 361.64

Your account summary

Service Address: 139-149 AVILA RD CURLEWIS 3222

Previous balance	\$461.04	DR
Payments/adjustments	\$461.04	CR
Your balance	\$0.00	
New charges	\$361.64	DR
Total	\$361.64	DR

Your average daily use in litres per day

Jun 25	1489
Mar 25	1902
Dec 24	816
Sep 24	465
Jun 24	683

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

We're here to help you with your water bill

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

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

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

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

There are simple things you can do to save water.

Keep your showers short

– Aim for 4 minutes

30% of water use happens in the shower.

Check for leaks

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

Mulch your garden

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

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

