

Estate Agent:

Elders Real Estate - Geelong
Suite 15, 400 Pakington Street, Newtown VIC 3220
5225 5000

CONTRACT OF SALE

Vendor: Margot Williams

Property: 32-40 Manresa Road, Curlewis VIC 3223



INCORPORATING

JEANNETTE ERNST
Conveyancing Professional

**COMPLETE
CONVEYANCING**
& CORPORATE SERVICES

LINK CONVEYANCING
Connecting People with Property

VENDORS REPRESENTATIVE

Conveyancing Professionals Pty Ltd

Incorporating

Jeannette Ernst Conveyancing Professionals,
Complete Conveyancing & Corporate Services, and
Link Conveyancing

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Ref: 24/5294

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 32-40 Manresa Road, Curlewis VIC 3223

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; Special conditions, if any; and General conditions - in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20.....

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/...../20.....

Print name of person signing.....

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.

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'

Off-the-Plan Sales

Section 9AA(1A)

Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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.

Estate Agents (Contracts) Regulations 2008

Particulars Of Sale

Vendors Estate Agent	Elders Real Estate - Geelong Suite 15, 400 Pakington Street, Newtown VIC 3220 P. 5225 5000 E. Peter Lindeman M. 0418 525 609 E. peter.lindeman@elders.com.au
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Vendor	Margot Williams
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Vendor's Representative	Conveyancing Professionals Pty Ltd Incorporating Jeannette Ernst Conveyancing, Complete Conveyancing Corporate Services & Link Conveyancing T: (03) 9646 5913 Email: info@conveyancingprofessionals.com.au
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Purchaser	of:
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Purchaser's Representative	of:
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Land (General Conditions 3 & 9)	The Land is described as: Volume 08588 Folio 376 - Lot 18, LP068517 Or as described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement if no title or plan references are recorded in the table above or if the land is general law land.
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Property Address	32-40 Manresa Road, Curlewis VIC 3223		
Goods Sold With The Land (General Condition 2.3(f))	All fixed floor coverings, electric light fittings, window furnishings and all fixtures and fittings of a permanent nature.		
Payment (General Condition 11)	Price: \$ Deposit: \$ Payable by \$ upon signing, Balance of Deposit payable by: Balance: \$ Payable at Settlement		
Deposit Bond (Special Condition 19)	☐ Special Condition 19 applies if this box is checked		

GST (General Condition 13)	
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 is due on: (General Condition 10)	
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Unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

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

Lease (General Condition 1.1)	
At settlement the purchaser is entitled to vacant possession of the property unless the words ' subject to lease ' appear in this box:	Not Applicable
If 'subject to lease' then particulars of the lease are:	

Terms Contract (General Condition 23)	
If this contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 then add the words 'terms contract' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:	Not Applicable

Loan (General Condition 14)	☐ General Condition 14 applies only if this box is checked
Lender: Loan Amount: Approval Date:	

Vendor GST Withholding Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)	The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property
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SPECIAL CONDITIONS

1. Building and Pest Inspections

☐ **Special Condition – Pest Inspection (Only applies if box is checked)**

This sale is subject to the Purchaser obtaining a Pest Inspection Report from a Licensed Pest Control Operator within seven days of the Purchaser signing this Contract of Sale. If the report shows any live termite or borer infestation at the Dwelling at the Property the Purchaser may end this contract but only if the Purchaser serves written notice on the Vendor together with a copy of the report within seven days of the Purchaser signing this Contract. All monies must be immediately refunded to the Purchaser if the contract is ended.

☐ **Special Conditional- Building Inspection (Only applies if box is checked)**

This sale is subject to the Purchaser obtaining a Building Report from a Registered Building Practitioner within seven days of the Purchaser signing this Contract of Sale. If the report shows a major structural defect the Purchaser may end this Contract but only if the Purchaser serves written notice on the Vendor together with a copy of the report within seven days of the Purchaser signing this Contract. All monies must be immediately refunded to the Purchaser if the Contract is ended.

2. Whole Agreement

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

That the Purchaser has made investigations and asked all questions in relation to any concerns regarding Material Facts regarding the Property prior to signing this Contract of Sale.

The Vendor and Purchaser acknowledge that the Special Conditions take priority over the General Conditions in this Contract of Sale.

3. Representation and Warranty as to Building and Improvements (if applicable)

(a) The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof. That the Purchaser has made a physical inspection of the property and made its own investigations regarding the improvements including the materials constructed at the Property.

(b) The Purchaser confirms he has made enquiries with the Vendor or the Vendor's Agent as to any Material Facts in relation to the Property before signing this Contract of Sale.

4. Planning

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

5. Director's Guarantee and Warranty

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

6. Foreign Acquisition

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

7. Foreign resident capital gains withholding

- 7.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 7.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 7.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 7.4 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.
- 7.5 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 in this special condition; and
 - (b) ensure that the representative does so.
- 7.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in

- accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition. despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 7.7 The representative is taken to have complied with the obligations in special condition 7.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 7.8 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.
- 7.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 7.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

8. Electronic Conveyancing Special Condition

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

- 8.1 This special condition has priority over any other provision to the extent of any inconsistency. This Special Condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 8.3 Each party must:
 - (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (C) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 (a) The vendor must nominate a time for locking of the workspace at least 7 days before the due date for settlement.

(b) Notwithstanding anything else hereinbefore contained, the Purchaser shall pay the Vendor's legal representative [and Mortgagee's where applicable] proper costs occasioned by the failure to settle at the agreed date where such failure is caused by the Purchaser, his Solicitor, Conveyancer or Mortgagee and where settlement is required to be re-scheduled and is effected at a later date than that previously arranged. These costs shall be payable even though the Purchaser shall not be deemed to be in default under the Contract of Sale.

8.6 Settlement occurs when the workspace records that:

- (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
- (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

8.7 If Settlement does not occur on the scheduled Settlement date, the parties must do everything reasonably necessary to effect settlement electronically on the next business day.

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

8.9 The vendor must before settlement:

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

8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

9. Amendment to General Conditions

9.1 General condition 12.4 is added:

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.

9.2 Upon execution of the Contract it is acknowledged that General Conditions 24.4, 24.5 & 24.6 do not apply to this Contract.

- 9.3 General Condition 14.2(c) is deleted and replaced with ‘serves written notice ending the contract on the vendor or vendors representative by 5pm on the approval date or any later date allowed by the vendor along with a letter from a lender that confirms that the loan application has been declined’.
- 9.4 General Condition 8 is deleted.

10. GST Withholding at Settlement

- 10.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 10.2 This Special Condition applies if the purchaser is required to pay the Commissioner an *amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises* or *potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 10.3 The amount is to be deducted from the vendor’s entitlement to the contract *consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 10.4 The purchaser must:
 - (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this special condition; and
 - ensure that the representative does so.
- 10.5 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 10.6 The representative is taken to have complied with the requirements of special condition

10.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in special condition 10.6. However, if the purchaser gives the bank cheque in accordance with this special condition, 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.

10.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

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

- (a) decide if an amount is required to be paid or the quantum of it, or

- (b) comply with the purchaser's obligation to pay the amount,

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

10.10 The vendor warrants that:

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

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

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 10.10 ; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

10.12 This special condition will not merge on settlement.

11. Electronic Signature

- 11.1 In this Special Condition 'electronic signature' means a digital signature or a visual representation of a person's signature or mark which is placed on a physical or electronic copy of this Contract.
- 11.2 The parties consent to this Contract being signed by or on behalf of party by an electronic signature and the parties warrant 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.
- 11.3 Each party consents to the exchange of counterparts of this Contract by delivery by email to each parties representative.

12. Swimming Pool

- 12.1 If the Land includes a swimming pool, spa or pond ("Pool"), the Purchaser acknowledges and agrees that:
 - (a) the Purchaser, as the new owner of the Property, has made its own enquiries regarding the obligations with respect to the Pool and any existing or required safety barriers located at the Property;
 - (b) From settlement the Purchaser will be responsible to comply with the Building Act 1993(Vic) and its Regulations (including any amendments to the Building Act 1993) in relation to a Pool and the required safety barriers;
 - (c) the Purchaser shall not make any claim against the Vendor in relation to the Pool or any existing or required safety barriers;
 - (d) The Purchaser shall indemnify the Vendor against at costs associated with the Pool including any existing safety barriers; and
 - (e) Neither the Vendor nor the Vendor's Estate Agent has made any representations or warranties in relation to the Pool or any safety barriers.

13. Solar Panels (if Applicable)

- 13.1 If there are any solar panels on the Land, the Purchaser acknowledges and agrees that:
 - (a) whether or not any benefits currently provided to the Vendor by Agreement with the current energy service provider (including feed in tariffs) pass to the Purchaser on the sale of the Land is a matter for enquiry and confirmation by the Purchaser, and the Vendor makes no warranty or representation in this regard;
 - (b) the Purchaser will make his own negotiations with the current energy supplier or an energy supplier of the Purchaser's choice with regard to a feed in tariffs for any electricity generated or any benefit provided by the solar panels;
 - (c) neither the Vendor nor the Vendor's Estate Agent have made any representations or warranties with respect to the solar panels or their state of repair or purpose which they were installed.

14. Existing Lease

- 14.1 If this property is affected by a lease or this Contract of Sale is Subject to a Lease, the

Vendor does not warrant that the lease will be in force at Settlement. The Purchaser is not entitled to any compensation from the Vendor and the Vendor will not be in breach of this Contract if the property is vacant on the settlement date.

15. Adjustments

- 15.1 The Purchaser(s) and/or their representative will prepare and deliver the Statement of Adjustments to the Vendors Representative at least 5 clear days before Settlement, along with supporting certificates from the relevant authorities. Supporting certificates must be dated within 30 days of Settlement Date.

16. Land Tax

- 16.1 Notwithstanding any other Special Condition or General Condition, if the Contract Price is under the 'Threshold Amount' as prescribed in Section 10I of the Sale of Land Act, then Land Tax will not be adjusted or apportioned at Settlement and will remain the responsibility of the Vendor in accordance with the Section 10G of the Sale of Land Act.

17. Default Interest, Delayed Settlement or Earlier Settlement

- 17.1 General condition 26 is replaced with the following:

If the Purchaser defaults in payment of any money due under this Contract of Sale then interest at the rate of four per cent (4%) per annum plus the rate for the time being as fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement by the Purchaser to the vendor on any money owing under this Contract of Sale during the period of default without the necessity for a demand and without affecting any other rights or remedies of the vendor.

- 17.2 The Purchaser acknowledges that in the event that the Purchaser fails to fulfil his or her obligations pertaining to the settlement of the property by the Due Date under this Contract of Sale, all rates, charges and levies in the Statement of Adjustments are to be adjusted from the original Due Date, and not from the new settlement date caused by reason of the delay.

18. Vendor's Losses and Expenses

- 18.1 The parties agree that in the event that the Purchaser fails to fulfil his or her obligations pertaining to the settlement of the property by the Due Date under this Contract of Sale, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of the purchase price in accordance with the terms of this Contract:

- a. Penalties and/or interest payable on any loan secured on the property from the Due Date until settlement actually takes place;
- b. Costs of obtaining bridging finance to complete the Vendor's purchase of another property, plus any interest charged on such bridging finance;
- c. Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property
- d. Reasonable costs of storage of goods and chattels incurred by the Vendor.

e. Additional legal and conveyancing costs reasonably incurred by the Vendor

19. Deposit Bond

- 19.1 This Special Condition only applies if the applicable box in the Particulars of Sale is checked.
- 19.2 In this Special Condition, "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit.
- 19.3 The deposit bond must:
 - 19.3.1 be issued by an insurer or institution acceptable to the Vendor (acting reasonably);
 - 19.3.2 be in an amount equal to the deposit stated in this Contract; and
 - 19.3.3 be irrevocable and unconditional. The issuer and the form of the deposit bond must be satisfactory to the vendor.
 - 19.3.4 The deposit bond must have an expiry date at least 45 days after the due date for settlement
 - 19.3.5 be payable on demand in accordance with its terms if the Purchaser defaults under this Contract and the Vendor becomes entitled to the deposit.
- 19.4 The purchaser must deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 5 days of the day of sale.
- 19.5 If the Purchaser fails to provide the deposit bond in accordance with this Special Condition, or if the bond is withdrawn, expires, or becomes unenforceable before settlement, the Vendor may give written notice requiring payment of the deposit in cash within **2 business days**, failing which the Vendor may exercise any rights available under this Contract.
- 19.6 All costs associated with the deposit bond are the sole responsibility of the Purchaser.

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

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

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- a) has, or by the due date for settlement will have, the right to sell the land; and
 - b) is under no legal disability; and
 - c) is in possession of the land, either personally or through a tenant; and
 - d) has not previously sold or granted any option to purchase, agreed to a lease or granted a re-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- a) public rights of way over the land;
 - b) easements over the land;
 - c) lease or other possessory agreement affecting the land;
 - d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:

- a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:

- a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives:

- a) a release from the secured party releasing the property from the security interest; or
- b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
- c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:

- a) that:
 - i) the purchaser intends to use 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.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:

- a) the personal property is of a kind that may 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.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—

- a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. 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.

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

- a) 21 days have elapsed since the day of sale; and
- b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

- a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

10. Settlement

10.1 At settlement:

- a) the purchaser must pay the balance; and
- b) the vendor must:

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

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

- a) to the vendor's licensed estate agent; or
- b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land 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.

11.3 The purchaser must pay all money other than the deposit:

- a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- a) in cash; or
- b) by cheque drawn on an authorised deposit-taking institution; or
- c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if :

- a) the vendor provides particulars, to the satisfaction of the purchaser, that either—
 - i) there are no debts secured against the property; or
 - ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

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

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

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

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

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

14. Loan

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

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

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

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

15. Adjustments

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
- c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by:

- a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.

17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer—

- a) personally; or
- b) by pre-paid post; or
- c) In any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- d) by email.

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

- a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

- g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- h) the purchaser must observe all obligations that affect owners or occupiers of land;
- i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

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

28.2 The contract immediately ends if:

- a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- b) all those amounts are a charge on the land until payment; and
- c) the purchaser may also recover any loss otherwise recoverable.

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

- a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- b) the vendor is entitled to possession of the property; and
- c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - i) retain the property and sue for damages for breach of contract; or
 - ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

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.....) Director (Sign)

in the presence of:)
Witness Name.....) Witness (Sign)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) Director (Sign)

in the presence of:)
Witness Name.....) Witness (Sign)

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

VENDORS STATEMENT

Vendor: Margot Williams

Property: 32-40 Manresa Road, Curlewis VIC 3223



INCORPORATING

JEANNETTE ERNST
Conveyancing Professional

**COMPLETE
CONVEYANCING**
& CORPORATE SERVICES

LINK CONVEYANCING
Connecting People with Property

VENDORS REPRESENTATIVE

Conveyancing Professionals Pty Ltd

Incorporating

Jeannette Ernst Conveyancing Professionals,
Complete Conveyancing & Corporate Services & Link Conveyancing

Port Melbourne, Geelong, Kingsville & Drysdale

T: (03) 9646 5913

Email: info@conveyancingprofessionals.com.au

Ref: 24/5294

32A FINANCIAL MATTERS

- (a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows:

- As contained in the attached Certificates or Rate Notices

Provider

Greater Geelong City Council

Barwon Water

State Revenue Office (land tax) – if applicable

The Purchaser may become liable for State Land Tax depending on the use to which the property is put and other properties owned by the Purchaser.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows: None to the Vendor's knowledge

Their total does not exceed \$5,000

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

- (c) The Property is not land in the Land Tax Reform Scheme within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 (Vic) ("CIPT Act"). The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal Rate Notice (or Land Information Statement) or the State Revenue Office Property Clearance Certificate.

If the Land is in the Land Tax Reform Scheme within the meaning of CIPT Act the entry date will be set out in the State Revenue Office Clearance Certificate attached hereto.

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of Insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: Not applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and Section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows: Not applicable

32C LAND USE

(a) Restrictions

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

See attached Title documents and tenancy agreement (if applicable).

AND any sewers, drains, water pipes, underground or overhead electricity or telephone cables or any services (including electrical and telephone) as may be laid outside any registered easement.

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

None to the Vendor's knowledge and the Vendor has not received any notices from any statutory authority as to non-compliance. The Vendor is only able to provide details which they have directly obtained themselves from any statutory authority of any construction of any buildings during the time the Vendor has been the registered proprietor.

(b) Bushfire

This land is within a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) Road Access

There is access to the Property by road.

(d) Planning

Planning Scheme: See attached certificate/report

Responsible Authority: See attached certificate/report

Zoning: See attached certificate/report

Planning Overlay/s: See attached certificate/report

32D NOTICES

(a) 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 are:

None to the Vendor's knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

(b) 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:

None to the Vendor's knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

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

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land): See attached

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

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

Electricity ☐	Gas X	Water ☐	Sewerage X	Telephone X
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32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and it location.
- (b) In any other case, a copy of:
 - (i) The last conveyance in the Chain of Title to the land; or
 - (ii) Any other document which gives evidence of the Vendor’s title to the land
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copy/s of the documents bearing evidence of the Vendor’s right or power to sell the land.
- (d) In the case of land this is subject to a subdivision a copy of the unregistered Plan of Subdivision (latest version)
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988*-
 - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) Details of any requirements in a Statement of Compliance relation to the stage in which the land is included that have not been completed with;

- (iii) Details of any proposals relating to subsequent stages that are known to the Vendor; and
- (iv) A statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) Copy of any Covenant/s which affect the land.
- (g) Copy of any Leases (if applicable).

DATE OF THIS STATEMENT

07-Jul-26

/

/20

Name of the Vendor

Margot Williams

The Vendor/s hereby confirm that they have read this Section 32 Statement and approve all details including services connected to the property, building approvals, owner builder works, construction over easements and notices issued in relation to the property.

Signature/s of the Vendor

x

Signed by:

Margot Williams

281E0FAFEE9E415...

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

DATE OF THIS ACKNOWLEDGMENT

/

/20

Name of the Purchaser

Signature/s of the Purchaser

x

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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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 08588 FOLIO 376

Security no : 124114035353H
Produced 09/04/2024 03:35 PM

LAND DESCRIPTION

Lot 18 on Plan of Subdivision 068517.
PARENT TITLE Volume 08545 Folio 315
Created by instrument LP068517 12/11/1965

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARGOT WILLIAMS of 32-40 MANRESA ROAD CURLEWIS VIC 3222
AK625500L 30/09/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK625501J 30/09/2013
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE LP068517 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: 32-40 MANRESA ROAD CURLEWIS VIC 3222

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 23/10/2016

DOCUMENT END

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Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	LP068517
Number of Pages (excluding this cover sheet)	2
Document Assembled	30/06/2026 14:12

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

LP 68517

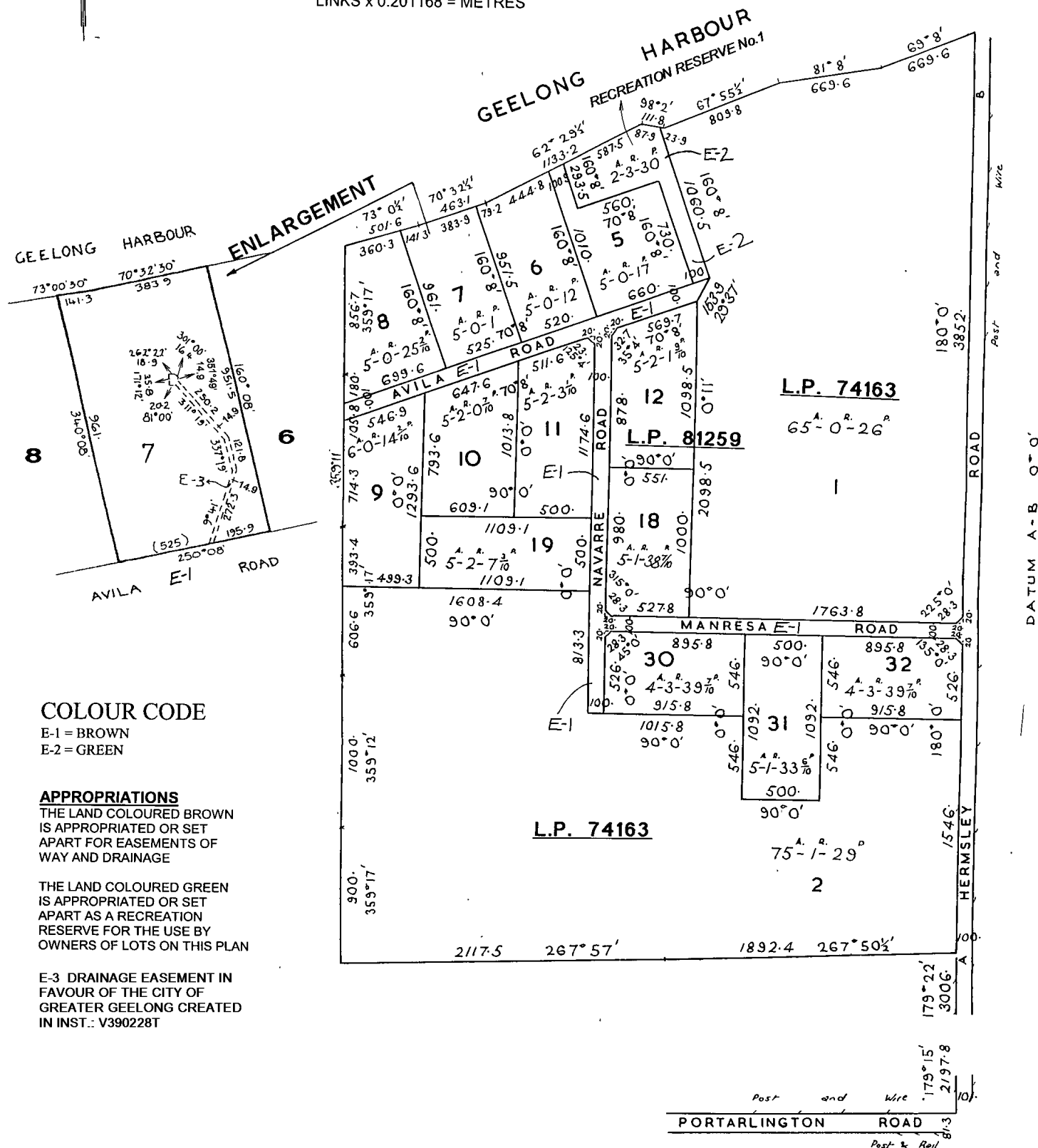
EDITION 3

PLAN MAY BE LODGED 12/10/65

PLAN OF SUBDIVISION PART OF CROWN PORTION 24 PARISH OF MOOLAP

COUNTY OF GRANT
VOL.8545 FOL.315

Measurements are in Links
Conversion Factor
LINKS x 0.201168 = METRES



PLAN NUMBER

LP 68517

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

[illegible]

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1268399

APPLICANT'S NAME & ADDRESS

UNKNOWN 28/06/2016 12:27:18 C/- LANDATA
DOCKLANDS

VENDOR

WILLIAMS, MARGOT

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

62480

This certificate is issued for:

LOT 18 PLAN LP68517 ALSO KNOWN AS 32 - 40 MANRESA ROAD CURLEWIS
GREATER GEELONG CITY

The land is covered by the:

GREATER GEELONG PLANNING SCHEME

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

The land:

- is included in a RURAL LIVING ZONE

A detailed definition of the applicable Planning Scheme is available at :
(<https://planning-schemes.app.planning.vic.gov.au/greatergeelong>)

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

30 June 2026

Sonya Kilkeny
Minister for Planning

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

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

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

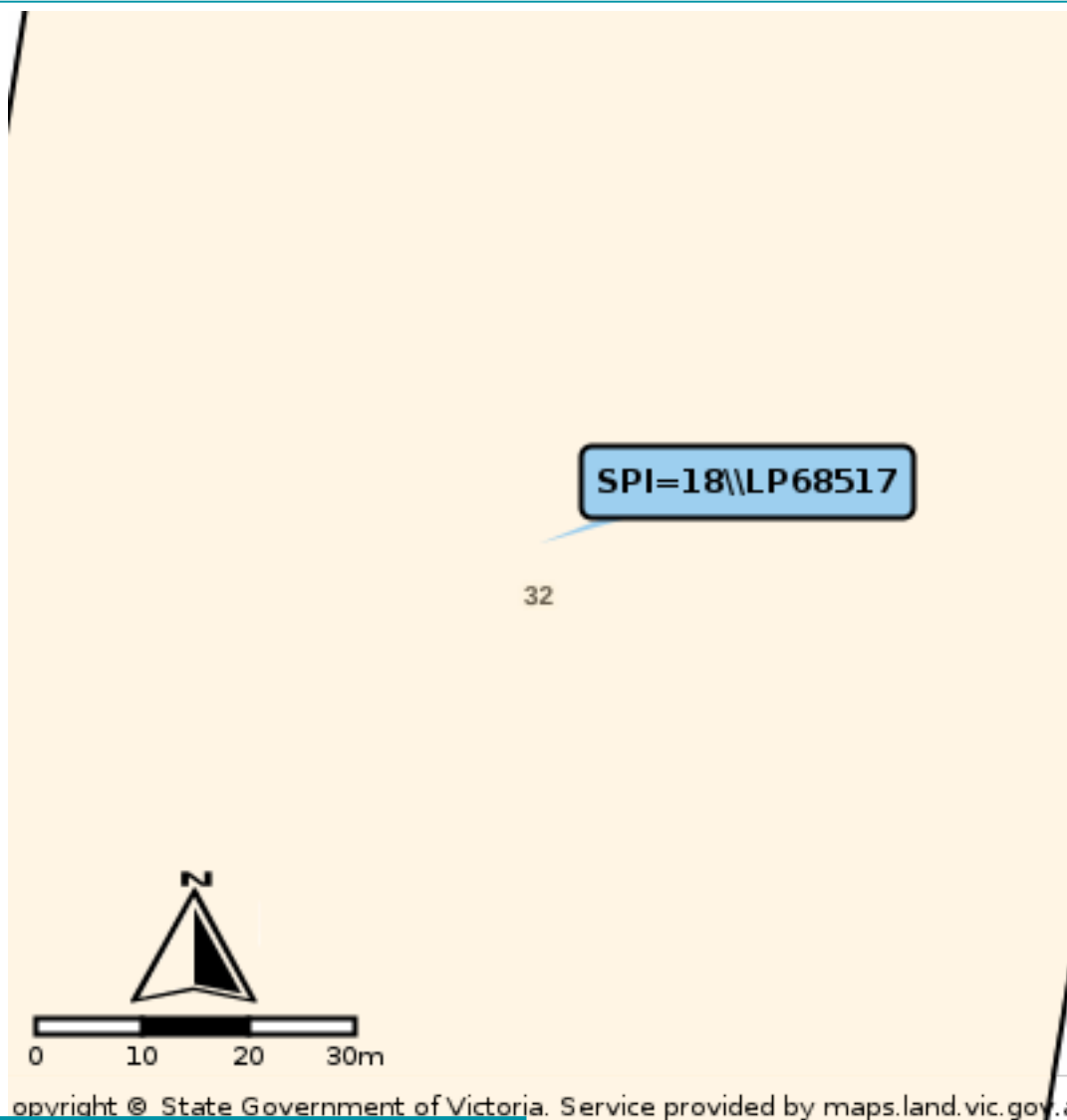
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

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



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

PROPERTY REPORT

Created at 30 June 2026 02:03 PM

PROPERTY DETAILS

Address: **32-40 MANRESA ROAD CURLEWIS 3222**

Lot and Plan Number: **Lot 18 LP68517**

Standard Parcel Identifier (SPI): **18\LP68517**

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

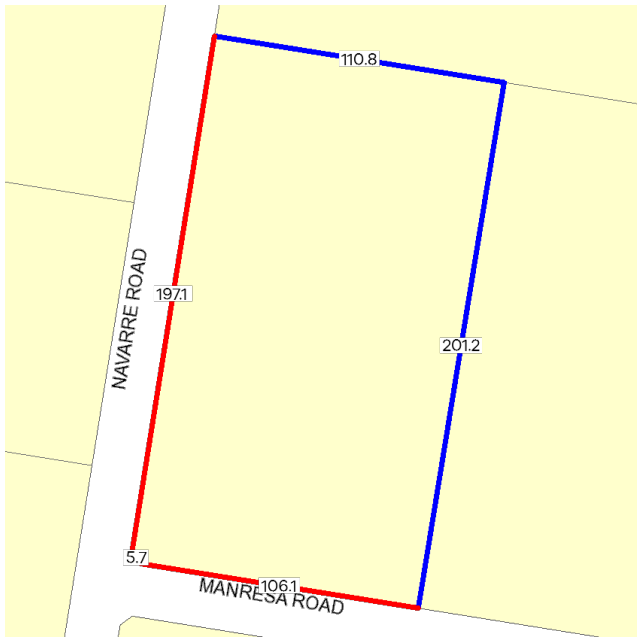
Council Property Number: **255453**

Directory Reference: **Melway 455 F9**

www.geelongaustralia.com.au

SITE DIMENSIONS

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



Area: 22215 sq. m (2.22 ha)

Perimeter: 621 m

For this property:

- Site boundaries
- Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **BELLARINE**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 30 June 2026 02:03 PM

PROPERTY DETAILS

Address: **32-40 MANRESA ROAD CURLEWIS 3222**

Lot and Plan Number: **Lot 18 LP68517**

Standard Parcel Identifier (SPI): **18\LP68517**

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

Council Property Number: **255453**

Planning Scheme: **Greater Geelong**

Directory Reference: **Melway 455 F9**

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

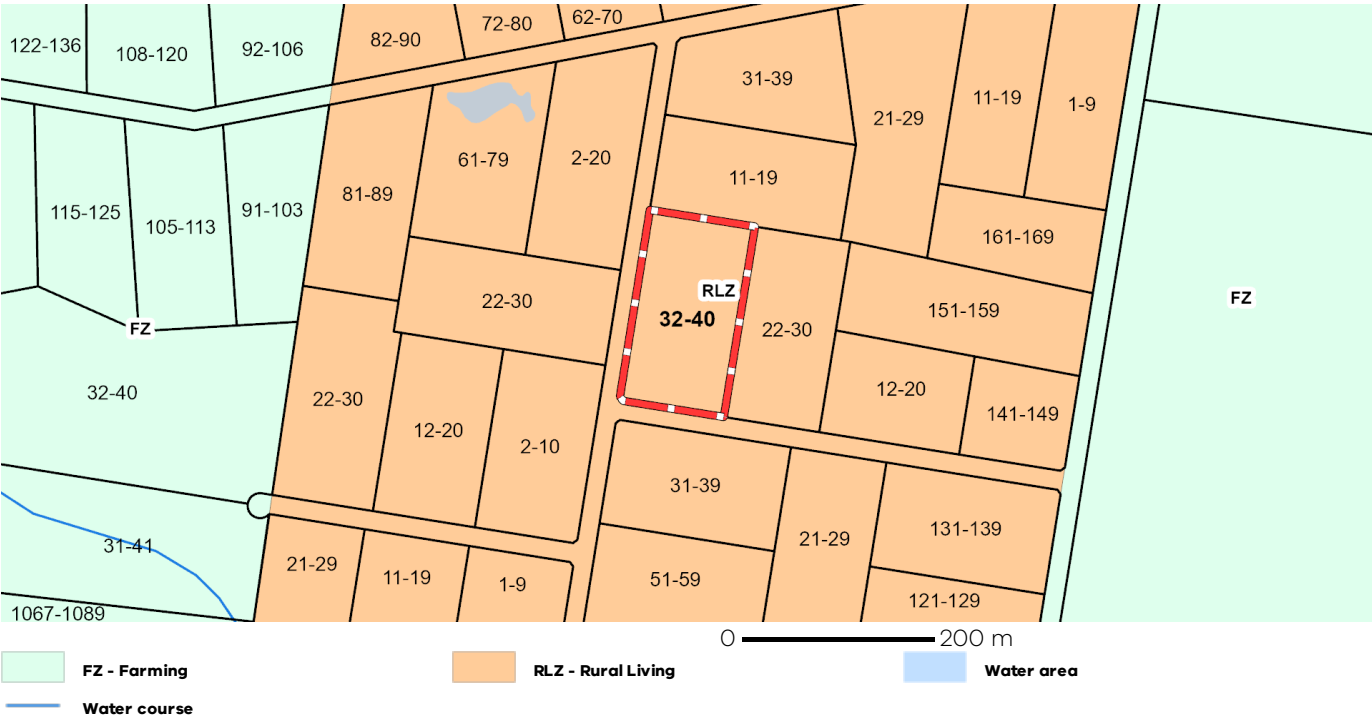
Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[RURAL LIVING ZONE \(RLZ\)](#)
[SCHEDULE TO THE RURAL LIVING ZONE \(RLZ\)](#)



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

PLANNING PROPERTY REPORT



VICTORIA
State
Government

Department
of Transport
and Planning

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)



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

Further Planning Information

Planning scheme data last updated on 25 June 2026.

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

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

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

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

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

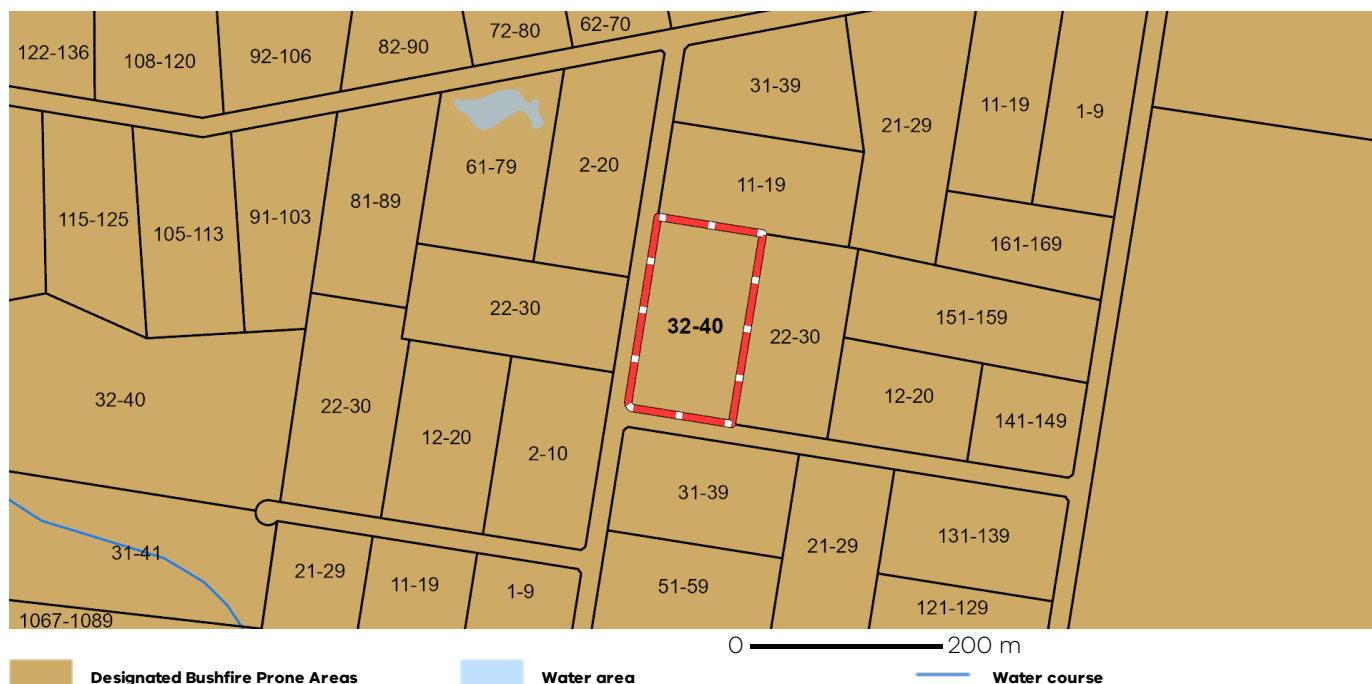
PLANNING PROPERTY REPORT

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

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

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

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY
PO Box 104, Geelong VIC 3220

P: 03 5272 5272
E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au

**2026-2027 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **30-Jun-2026**

Certificate No: **248910**

Applicants Ref:

81017536-001-0:228436

Assessment Number: **61865**

Property Address: **32-40 Manresa Road, CURLEWIS VIC 3222**
Property Description: **22223m2 Lot 18 LP 68517**
AVPCC / Land Use: **117 - Residential Rural / Lifestyle (0.4 to 100 Ha)**

Applicant:

Secure Electronic Registries Victoria Pty Ltd
PO BOX 500
EAST MELBOURNE VIC 8002

Operative Valuation Date:	01-Jul-2026
Level of Valuation Date:	01-Jan-2026
Capital Improved Value:	2,500,000
Site Value:	1,400,000
Net Annual Value:	125,000

This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or By-Law of the Council.

This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, other Flooding Information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ♦ The **current rating year** is for the period **01/07/2026** to **30/06/2027**. Lump sum payment – due by **15/02/2027** or by instalment **30/09/2026**, **30/11/2026**, **28/02/2027** and **31/05/2027**. Interest is chargeable after these dates on any outstanding amount.
- ♦ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

Please Note: Council is not involved in the settlement process. On request any overpayment of rates at settlement will be refunded to the payee.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue

(ie. **28-Sep-2026**) and within the current financial year.

The Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

Notice can be emailed to: transfers@geelongcity.vic.gov.au

2026-2027 LAND INFORMATION CERTIFICATE (cont.)In accordance with Section 121 of the
Local Government Act 2020Date of Issue: **30-Jun-2026**

eService

Certificate No: **248910**Property Address: **32-40 Manresa Road, CURLEWIS VIC 3222**Assessment Number: **61865.2**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	5,312.80
	State Government Levies	571.50
	Waste Management	544.20
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	0.00
	Sundry Charges	0.00
Payment:	Amount Received	0.00
	Overpayment	0.00
All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.		
Total Due:		6,428.50

General Notes: Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course, and a subsequent rate adjustment may be levied within the financial year.

Condition:

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989 and 2020, Local Laws or any other legislation.


Authorised Officer**Bill Code: 17475****Reference: 100000618652**Payment via internet or phone banking,
from your cheque or savings account.**Your Ref:** 81017536-001-0:228436**Page 2 of 2**Standard Property
Sec 121 LGA 2020

Information Statement Part A

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part B)*

INSTALLATION NUMBER: 16749397 **APPLICATION NUMBER:** 530399 **DATE:** 30/06/2026
PROPERTY ADDRESS: CNR NAVARRE RD, 32-40 MANRESA RD, CURLEWIS, VIC 3222
YOUR REFERENCE: 62480
OWNER: M Williams
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/04/2026 to 30/06/2026. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Water Service Charge	37.12	0.00	37.12
Total Service Charge	\$ 37.12	0.00	37.12

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

Charges Due & Payable

	Value	GST	Price
Water Service Charge	37.12	0.00	37.12
Water Volume to 05/06/2026	281.70	0.00	281.70
TOTAL DUE	\$ 318.82	0.00	318.82

Important Information

Due date for Billed Service and Volume Charges 13/07/2026

The water meter for this property was last read on 05/06/2026. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

*** PLEASE NOTE:** Verbal confirmation will not be given after 29/08/2026. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 29/08/2026 and a fee will be payable.

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

Unknown 28/06/2016 12:27:18 C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands



Biller Code: 585224

Ref Code: 6900 0001 0001 0762 6

Information Statement Part B

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part A)*

30-06-2026

Unknown 28/06/2016 12:27:18 C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 32-40 MANRESA ROAD CURLEWIS 3222

I refer to your application received at this office on 30/06/2026. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

Our Ref: EC530399

Your Ref: 62480

Agent Ref: 81017538-001-8

Yours faithfully.

Manager Customer Centre

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



Secure Electronic Registries Victoria Pty
Ltd
PO BOX 500
EAST MELBOURNE VIC 8002

Date of Issue: 30 June 2026
Certificate Number: 15336
Customer Reference: 81017537-001-9:228437

BUILDING INFORMATION CERTIFICATE

This certificate is issued pursuant to regulation 51(1) of the [Building Regulations 2018](#) and contains information relevant to building permits, certificates, orders and/or notices issued within the preceding 10 years, as of 30 June 2026.

PROPERTY INFORMATION

Property Address 32-40 Manresa Road, CURLEWIS VIC 3222
Title Information 22223m2 Lot 18 LP 68517 Volume / Folio CT-8588/376

DETAILS OF PERMITS AND CERTIFICATES

Contains information relating to any Building Permits, Certificates of Final and/or Certificates of Occupancy, pursuant to Building Regulation 2018.

Permit Description Dwelling Alterations & Addition, Carport - STAGE 1 - Part Demolition
Issue Date 13/10/2022 Permit Number 2280834431211
Council Reference Number PBPD-O-2022-6399
Certificate of Final/Occupancy Issue Date 27/09/2023

Permit Description Dwelling Alterations & Addition, Carport - STAGE 2 - 2 new bedrooms, decking, pergola & carport.
Issue Date 27/10/2022 Permit Number 1259540868796
Council Reference Number PBPD-O-2022-6574
Certificate of Final/Occupancy Issue Date 27/09/2023

DETAILS OF CURRENT STATEMENTS

Contains information relating to any statements issued under Regulation 64 (Combined Allotments) and/or Regulation 231 (Subdivision of Existing Buildings), pursuant to Building Regulation 2018.

Combined Allotment Issue Date N/A Subdivision of Existing Buildings Date N/A

DETAILS OF CURRENT NOTICE OR ORDERS

Contains information relating to any Notice(s) and Order(s) issued by the Relevant Building Surveyor under the Building Act 1993.

Notice/Order Type N/A

Description N/A

Council Reference Number N/A

Issue Date N/A

DETAILS OF POOL AND/OR SPA REGISTRATION

Contains information relating to any records recorded within Council's Pool and Spa Register under the Building Act 1993 and Building Regulations 2018.

Pool/Spa Type Permanent Pool

Current Status Compliance Certified

Compliance Due Date 18/11/2028

Council Reference Number PSR-2020-2541

PLEASE NOTE

- Information provided within this certificate is current only on the date of issue, as the details included are subject to change.
- This exclusion of any permits dated more than 10 years prior to the issuance of this certificate may not be included due to limitations in record accessibility and/or documentation not being received by Council.
- The inclusion and/or exclusion of permits or certificates does not indicate whether all building and construction works are compliant with the relevant legislative approvals.

BUILDING SERVICES
137-149 MERCER STREET,
GEELONG VIC 3220

Building Act 1993
BUILDING REGULATIONS 2018
Regulation 200
Form 17



CERTIFICATE OF FINAL INSPECTION

Certificate no.	20220161 CFI01
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Building Permit Details

Building Permit Number **1589/2280834431211/1**
1589/1259540868796/2
 Version of BCA applicable to the Building Permit **2019 Vol2 Amd1**

Property/ Project Details

Project **Dwelling Alterations & Addition and New Carport**
 Address **32-40 Manresa Road CURLEWIS** Postcode **3222**
 Lot **18** PS **068517** Volume **08588** Folio **376**
 Municipality **City of Greater Geelong**

Description of Building Work

Part of Building	Use	BCA Classification
Part - Existing Garage	Demolition	1ai
Bedrooms 5 & 6	Habitable	1ai
Decking and Pergola	Decking & Pergola	1ai
New Carport	Carport	10a

Performance solution

A performance solution(s) was used to determine compliance with the performance solutions of the BCA that relate to the building to which this permit applies as set out in Appendix B.

Item	Relevant performance requirement	Deemed-to-satisfy Clause	Details of performance solution
1.	P2.4.1 dts cl 3.8.1	Cl 3.8.1	To permit a fixed glass window and associated metal frame to be used as a waterproof and water resistant wall system in lieu of a system described in AS3740.
2.	P2.2.1 (c) dts Part 3.5 & AS3500.3	dts Part 3.5 & AS3500.3	To permit the carport stormwater collection system to be constructed to permit roof water to free fall from the box gutter into a ground surface collection pit without a rainhead or downpipes as described in AS3500.3.

Exemptions from, or consent to partial compliance with, certain building requirements

Exemption from, or consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted under regulation 229(2), 231(2), 233(2) or 234(2) of the Building Regulations 2018 to which this permit applies as set out in Appendix B.

Item	Nature and scope of exemption	Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018
1.	NCC 2019 Vol2 amd1 Part 3.10.5	To permit the proposed parts of the building to be constructed in the same manner as the existing building as they relate to bushfire compliance.

BSA Building Surveyors

2.	NCC Vol2 amd1 Part 3.12	To permit the energy efficiency standards to be inline with the construction standards the same or better than the existing building as opposed to confirmation the building will comply with 6 star energy requirements.
3.	NCC Vol2 amd1 Part 3.12	To amend the existing partial compliance consideration to permit a lower value under floor insulation than provided in the original design on the basis that the original proposed insulation beneath bedrooms 4 & 5 contained redundancies for summer where it was not required while winter insulation values for both insulating materials are similar and needed to the insulating peek value.

Directions to Fix Building Work

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

Date of Final Inspection

Date of Inspection **8 September 2023**

Relevant Building Surveyor

Name **David Thacker**

Registration No **BS-U 1589**
BSA Building Surveyors

Signature



Date of Issue **27 September 2023**

NOTES

1. There were no Reporting Authority Consents associated with the building permit for these works.
2. There were no Building Appeals Board Determinations associated with the building permit for these works.



INSURANCE HOUSE PTY LTD
 Level 3, 100 Wellington Parade
 East Melbourne VIC 3002
 insurancehouse.com.au
 1300 851 329

Domestic Building Insurance

Certificate of Insurance

MARGOT WILLIAMS, Simon Williams 40 Manresa Rd CURLEWIS VIC 3222	BUILDING REGULATIONS 2018 BUILDING PERMIT 1589/1259540868796/2 BSA BUILDING SURVEYORS Phone 03 5241 2559	Policy Number: C714371 Policy Inception Date: 05/07/2022 Builder Account Number: 002269
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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: **40 Manresa Rd CURLEWIS VIC 3222 Australia**

Carried out by the builder: **AJ QUINN CONSTRUCTION PTY LTD**

Builder ACN: **122992858**

! 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): **MARGOT WILLIAMS, Simon Williams**

Pursuant to a domestic building contract dated: **01/07/2022**

For the contract price of: **\$ 393,421.00**

Type of Cover: **Cover is only provided if AJ QUINN 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



Period of Cover

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

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

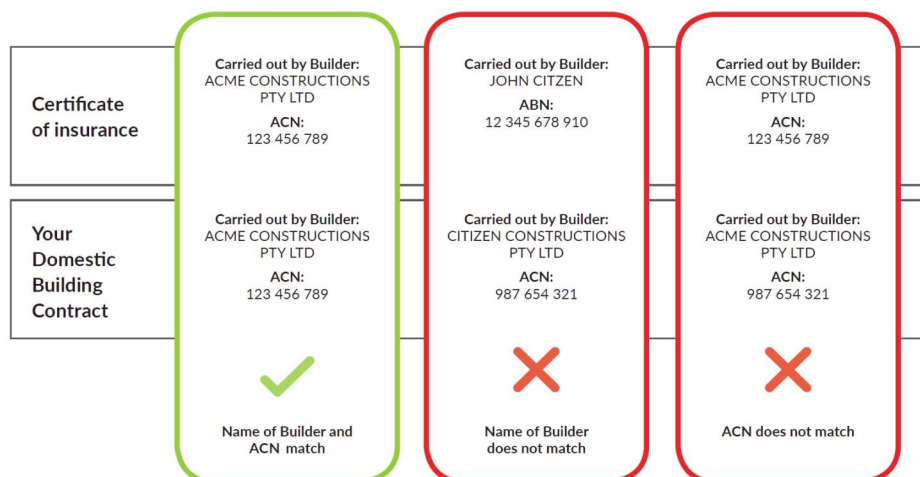
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,877.00
GST:	\$187.70
Stamp Duty:	\$206.47
Total:	\$2,271.17

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for



FORM 23

Regulations 147Y(4), 147ZB(2)

CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Building Act 1993
Building Regulations 2018

Issued to:

Name of owner: Ms M Williams

Postal address: 32-40 Manresa Road Curlewis 3222

Phone number: 0419374772

Email address: margotwilliams40@gmail.com

Property details:

Address: 32-40 Manresa Road Curlewis 3222

Municipality: Geelong

Type of swimming pool or spa: Permanent swimming pool

Date of construction: 14 Jan 2005

Applicable barrier standard: AS1926.1-1993 Amendment 1

The applicable barrier standard applies under the relevant:

Part 9A - Division 2 of the Building Regulations 2018

Deemed to satisfy provisions of the BCA



A performance solution in accordance with the BCA

This division applies to a swimming pool or spa for which
a building permit was granted, before 8 April 1991

Certificate of Compliance

Following inspection of the Permanent swimming pool (on the date/s referred to below), I certify that the barrier complies with the applicable barrier standard.

I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Date of inspection: 19 Sep 2024

Date of issue: 18 Nov 2024

Name of registered building practitioner: Anthony Halligan

Phone number: 0458 050 881

Address: 12 Panoramic Terrace Clifton Springs

Email: admin@bellarineinspections.com.au

Practitioner number: IN-PS 76585

Signature of swimming pool and spa inspector:



CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY
PO Box 104, Geelong VIC 3220

P: 03 5272 5272
E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



PERMIT TO INSTALL/ALTER AN ON-SITE WASTEWATER MANAGEMENT SYSTEM

Environment Protection Act 2017 and Environment Protection Regulations 2021

Permit Number	SEPTIC-2022-13409
Date of Issue	29-Sep-2022
Owner	Ms M Williams and Mr S A Williams 32-40 Manresa Road, CURLEWIS VIC 3222
Applicant	Margot Williams 32 – 40 Manresa Road, Curlewis
Installation Address	32-40 Manresa Road, CURLEWIS VIC 3222
Property ID	255453
Treatment System	Sandfilter
Cert. of Conformance No.	Existing 332
Size of Sand filter	25 m ²
Type of Effluent Disposal Irrigation requirement	Sub surface irrigation 630 m ²
Daily Flow	Maximum of 1260 Litres per day
Number of Bedrooms	6

Council hereby give permission to Margot Williams of 32 – 40 Manresa Road, Curlewis to install an on-site wastewater management system (OWMS) at 32-40 Manresa Road, CURLEWIS VIC 3222, in accordance with the approved plans and subject to full compliance with the conditions below.

This table stipulates the sizing and particulars for the system. These specifications are considered permit conditions and variation from these is prohibited without consent of Council.

Under the Environment Protection Act 2017 and Environment Protection Regulations 2021 it is a requirement for any person to comply with permit conditions. Failure to comply with any of the conditions within this permit may result in a penalty infringement notice or prosecution.

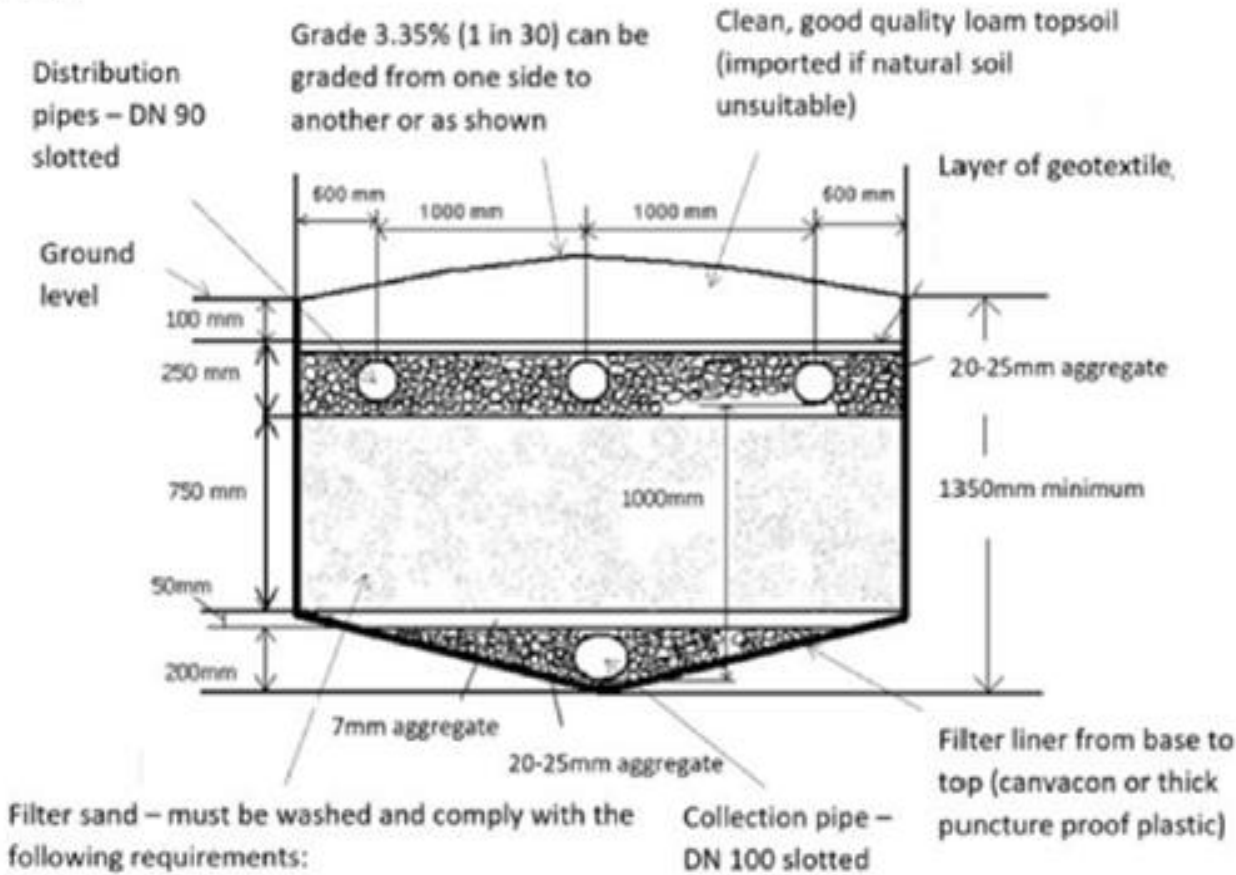
To obtain an Approval to Use for the OWMS, the installation must be complete, the plumbers ‘Certificate of Compliance’, Sieve Analysis Certificate’ and an ‘As Constructed’ plan need to be submitted to Council and a final inspection completed by Council.

Ensure a copy of this document is retained for future reference regarding maintenance requirements and particulars for the system.

SPECIFIC CONDITIONS

- 1. The Sand Filter Design and installation must comply with the [conditions outlined in the Victorian Government Gazette No. S 711](#).
- 2. The Sand Filter design and installation must be in accordance with the diagram and table below.

Cross section view



Dosage rate, L/m ² /day	Clay and Fine Silt Content (by Volume)	Effective Size, mm	Uniformity Co-efficient
Less than 50	Less than 5%	Between 0.25 and 0.60	Less than 4
50 or greater	Less than 5%	Between 0.4 and 1.0	Less than 4

- 3. The effluent disposal area must be treated with gypsum at a rate of 1kg/m² as per AS/NZ 1547:2012 to improve soil permeability.
- 4. If existing septic tank does not comply with AS/NZ 1547:2012 it must be decommissioned. To achieve this, the tank must be pumped out, the bottom cracked, and the tank backfilled with suitable material.
- 5. To ensure even distribution of effluent it is essential that the pump capacity is adequate for the size and configuration of the effluent disposal area.

6. Alternatively, to achieve even coverage of the effluent disposal area, divide the irrigation area into two or more separate sub-zones of equal size and dose alternatively using an automatic indexing or sequencing valve.
7. Ensure the effluent disposal area is setback a minimum distance of 30 metres from the non-potable dam.
8. A minimum setback distance of 1.5 metres is required between effluent disposal area and adjacent lot and or boundary where adjacent lot and or boundary is up-slope of effluent disposal area.
9. Ensure irrigation lines are covered with good quality topsoil.
10. Ensure the irrigation pipes of the effluent disposal area are laid parallel to the contour of the land.

PERMIT CONDITIONS

11. The construction and installation of the on-site wastewater management system must be in accordance with:
 - a. Environment Protection Act 2017 (the 'Act');
 - b. Environment Protection Regulations 2021;
 - c. EPA Code of Practice Onsite Wastewater Management Publication 891.4 July 2016 and Code of Practice for Small Wastewater Treatment Plants 1997;
 - d. Victorian Government Gazette No. S 711;
 - e. Australian Standard (AS/NZS) 1547:2012 – On-site domestic wastewater management;
 - f. Australian Standard (AS/NZS) 1546.1:2008 – On-site domestic wastewater treatment units – Septic Tanks;
 - g. Australian Standard (AS/NZS) 3500 – National Plumbing and Drainage Code;
 - h. Manufacturers' Specifications;
 - i. Any modifications and conditions imposed by Council and all conditions contained within this and subsequent permits:
12. **This Permit to Install an on-site wastewater management system will expire two (2) years from the date of issue unless:**
 - j. **The system is constructed to the satisfaction of Council and issued with an Approval to Use an on-site wastewater management system; or,**
 - k. **An application to renew the Permit to Install has been approved by Council.**
13. The issuing of this permit does not give permission for other aspects that may require permits. Contact must be made with Council's Building and Planning departments for appropriate approvals.
14. No variation shall be made to the stamped plan and permit conditions without consent of Council. This includes, but is not limited to, a change to plumber's details, location or type of treatment system and/or effluent field location, or a variation to the dwelling design or size.
15. Council must be notified at least two (2) working days prior to the installation and construction of any part of the septic tank system and/or disposal area.
16. The on-site wastewater management system is NOT to be used until an 'Approval to Use' has been issued for the system.
17. The property owner may be required to undertake further works as directed by Council.
18. The property must connect to mains sewer within three (3) months of it becoming available.
19. Any changes or alterations to this OWMS after the issue of the Approval to Use will require a Permit to Alter an on-site wastewater management system, please contact Council to discuss.

INSTALLATION CONDITIONS

20. **The invert of the inlet to the septic tank must be no more than 600mm below ground level. If this cannot be achieved than a pump pit may need to be installed after the septic tank.**
21. The gradient on drains from buildings or dwellings to the septic tank system is to be a minimum of 1:60 and all pipes, except the effluent drainage pipe, shall be laid in sewer quality pipe.
22. Provide a suitably located overflow relief gully and drainage vent on the septic pipes. A fixture such as a wash hand basin or other approved fixtures should be wasted through the overflow relief gully to maintain a water seal within the fitting.
23. No provision has been included in this Permit to Install for a food waste disposal unit or a bath/spa bath (capacity greater than 200 Litres) to be connected to the OWMS.
24. All plumbing and drainage works must be carried out by a licensed plumber/drainer with the Victorian Building Authority (VBA), and in compliance with AS/NZS 3500 – National Plumbing and Drainage Code.
25. All electrical work must be carried out by a licensed electrician registered with Energy Safe Victoria.
26. An alarm system with suitable visual and/or audio (with mute facility) warning signal must be installed in an appropriate location to indicate failure of any pump.
27. All access openings for the septic tank system must be brought up to ground level in accordance with AS/NZS 1546.1:2008 – On-site domestic wastewater treatment units – Septic Tanks; AS/NZS 3500 National Plumbing & Drainage Code; and AS/NZS 1547:2012 - On-site domestic wastewater management.
28. The sand filter design must comply with Appendix G of the EPA Code of Practice Onsite Wastewater Management, Publication 891.4 July 2016. Council is to be provided with a Sieve Analysis Certificate applicable to the sand used in the filter. The Sieve analysis shall be carried out in accordance with Australian Standard AS1141.3.1:2012 – Methods for Sampling and Testing Aggregates.
29. The Sand Filter is to be backfilled with a maximum depth of 250mm of topsoil in the centre, tapered to a maximum depth of 100mm along the edges so as to shed any surface water. The topsoil shall be of good quality, capable of supporting suitable vegetative growth. Clay must be removed from the area to prevent reuse over this area.
30. The sub-floor sewer must be installed as high as possible in order to enable the septic tank inlet to be maintained no lower than 600mm below natural ground level. Where this is not possible, an additional pump shall be required to pump the effluent to the sand filter.
31. The irrigation field is to be installed using purple coloured, pressure compensating, anti-siphon drip emitter lines designed by the manufacturer for use for below ground treated wastewater disposal. Irrigation lines must be installed a maximum 150mm below natural ground level.
32. The spacing of sub-surface irrigation lines must be 1000mm in clay soils. For the purposes of sizing the effluent area, 1 lineal metre of line is equivalent to 1m² of area. In accordance with the AS/NZS 1547:2012, irrigation lines may be spaced closer together in certain soil types, however the effluent disposal area is to be calculated by measuring the total area of the irrigation field.
33. Where the disposal is via “surface irrigation” the requirements of the AS/NZS 1547:2012 must be complied with and a sample of the recycled water being irrigated to be collected and tested by a National Association of Testing Authority (NATA) registered laboratory. Results are to be submitted to Council annually.

34. In line filters must be provided on the pump discharge to protect pipework from any effluent solids carried over into the irrigation lines and to facilitate system servicing.
35. In line with manufacturer's specifications, the irrigation field must be installed in multiple zones where the irrigation field is too large for the pump to maintain pressure in the field. These zones are to be dosed using an automatic indexing/rotor valve. This valve is to be capped at ground level for maintenance purposes.
36. Air/Vacuum release valves shall be installed at high points in the pipeline to prevent ingress of soil into irrigation lines. These valves shall be fitted with boxes, with purple coloured lids, to protect the valve and to provide access for maintenance.
37. Flush valves in surface boxes or taps are to be installed in accordance with manufacturer's specifications to allow periodic flushing of the irrigation field. All surface boxes must have purple coloured lids. Flush water must be returned back into the primary tank.
38. Where the land application area has a slope of more than 5%, a diversion drain or mound must be constructed upslope of the irrigation field to divert stormwater around the perimeter of the land application area.
39. For medium to heavy clayey soils, either the effluent irrigation area must be prepared with application of gypsum at a minimum rate of 1 kg/m²; and the effluent irrigation area must be backfilled with imported topsoil.
40. Standard water reduction fixtures must be installed, this includes dual flush 11/5.5 litre water closets, shower flow restrictors, aerator faucets (taps) and water conserving automatic washing machines.
41. All minimum setback distances for secondary treated effluent, as described in the current EPA Code of Practice, must be strictly adhered to. This includes, but is not limited to, all waterways, dams, dwellings, boundaries, swimming pools, drains, and water supply pipes etc.
42. If the premise is a commercial food premises, an approved grease trap is required to be installed in accordance with Barwon Water requirements.

MAINTENANCE CONDITIONS

43. The installer must provide the property owner with sufficient information to be able to operate the OWMS and understand when maintenance is required.
44. An owner of land on which an on-site wastewater management system is located must provide to a person in management or control of the system (for example an occupier or renter), written information regarding the correct operation and maintenance of the system.
45. The tank should be checked on an annual basis by a maintenance contractor. Pump out is required when the tank is half full of solid material.
46. The effluent irrigation area must be maintained as a permanent, dedicated area. Buildings, driveways, concrete, tennis courts, garden beds, vegetable gardens, large trees, animal pens, cubby houses and the like must not be placed in or on effluent disposal areas. The effluent area must be protected from vehicular and livestock activity at all times.

Should you require further assistance please contact Ebony Connelly on ☎ 5272 4471.

Jonathan Carter

Jonathan Carter
Team Leader Environmental Health

29 September 2022

Copy to: Ross Matthews, 21 Layard Road, Modewarre, rmandmeplumbing@gmail.com



*** Delivered by the LANDATA® System, Department of Transport and Planning ***

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Unknown 28/06/2016 12:27:18
Unknown
Client Reference: 62480

NO PROPOSALS. As at the 30th June 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

32-40 MANRESA ROAD, CURLEWIS 3222
CITY OF GREATER GEELONG

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

Date of issue: 30th June 2026

[Vicroads Certificate] # 81017539 - 81017539141213 '62480'