

## Contract of Sale of Real Estate

Vendor: Chloe Melinda Biggin(formerly Pollard)

Property: 275 Humffray Street North, Ballarat

# CONTRACT OF SALE OF REAL ESTATE

## Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) regulations

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- \* Particulars of sale
- \* Special conditions, if any
- \* General conditions and the
- \* Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the Sale of Land Act 1962 is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

### SIGNING 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 this contract comprising:

- \* Form 1 (Contract of Sale of Real Estate – Particulars of Sale);
- \* Special Conditions, if any;
- \* Form 2 (Contract of Sale of Real Estate – General Conditions);
- \* Vendor's Statement

**SIGNED BY THE PURCHASER** ..... on ..... /..... /2011

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 if none specified)

**SIGNED BY THE VENDOR** ..... on ..... /..... /2011

print name of person signing

Chloe Melinda Biggin(formerly Pollard)

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 this 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 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
- \* you received independent advice from a solicitor before signing the contract
- \* the property is used mainly for industrial or commercial purposes
- \* the property is more than 20 hectares in size and is used mainly for farming
- \* you previously signed a similar contract for the same property
- \* you are an estate agent or a corporate body.

## PARTICULARS OF SALE

**Vendor's Estate Agent:** Harcourts Ballarat Phone: 03 5333 1144  
56 Lydiard Street South, Ballarat, VIC Fax: 03 5331 3055  
3350 Ref: Peter Burley  
Email: ballarat@harcourts.com.au

**Vendor:** Chloe Melinda Biggin(formerly Pollard) of 275 Humffray Street North, Ballarat, VIC 3350

**Vendor's Legal Practitioner or Conveyancer:** O'Beirne Law Phone: (03) 5327 7600  
25 Doveton Street North, Ballarat Vic Fax: (03) 5327 7666  
3350 Ref: AJB:FMH:20120040  
DX 35012 Ballarat Email: alyce@obeirnelaw.com.au

**Purchaser:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Purchaser's Legal Practitioner or Conveyancer:**

**Property Address:** 275 Humffray Street North, Ballarat

**Land:** The land more particularly described as Certificate and Plan and being Volume 10299 Folio 297

**Goods: (list or attach schedule):** Light Fittings, Window Coverings, Fixed Floor Coverings, T.V Antenna and Dishwasher

<b>Payment</b>	<b>Price</b>	\$	
	<b>Deposit</b>	\$	payable on signing
	<b>Balance</b>	\$	payable on settlement

**GST** (refer to general condition 13)

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

**Settlement**

is due on

Unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is the later.

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

In which case refer to general condition 1.1. If **'subject to lease'** then particulars of the lease are contained in the attached documents

**Special Conditions**

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

Special Conditions

**Loan** (refer to general condition 14)

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

Lender:

Loan not being less than:        \$

Approval date:

# CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

## Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

### TITLE

#### 1 Encumbrances

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the Vendor's 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 If the particulars of sale provide that the purchaser is taking over an existing mortgage:
  - (a) the purchaser assumes liability for the mortgage; and
  - (b) the price is satisfied to the extent of any mortgage money owing at settlement; and
  - (c) the vendor must treat any payment made by the purchaser under the mortgage as a payment made to the vendor under this contract.

#### 2. Vendor warranties

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

The vendor must provide at settlement a release of the property from any registered charge lodged under the **Corporations Act 2001 (Cth)** if requested in writing to do so at least 21 days before settlement. This obligation does not apply if the chargee is the proprietor of a registered mortgage over the land. The vendor must pay the registration fee if either party requires registration of that release.

## 8. Builder warranty insurance

The vendor must provide at settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

## 9. General law land

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

## MONEY

### 10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

## 11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land 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:
    - (i) to the vendor's licensed estate agent or 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; or
    - (ii) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the contract in the joint names of the purchaser and the vendor and held in that account 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 draft or 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 subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay bank fees on up to three bank cheques at settlement, but the vendor must pay the bank fees on any additional bank cheques requested by the vendor.

## 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides proof, to the reasonable 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 do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the day of sale; and
  - (c) all conditions 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 a farming business and the supply 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 a going concern and the supply 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 a 'farming business':
- (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 and adjusted at settlement and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to any 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 post is taken to have been served on the next business day after posting, unless proved otherwise.
- 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.

### 18. Nominee

The purchaser may nominate a substitute or additional purchaser, 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.

### 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 6(1) and (2) 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; and
- (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 served 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 service of the notice-
  - (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.

## SPECIAL CONDITIONS

### 1 Default Not Remedied

- 1.1 General Condition 28.1 is deleted and replaced with:  
 "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 or the costs or interest are not paid.
- 1.2 General Condition 28.2 is deleted and replaced with:  
 "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 or the reasonable costs or interest are not paid by the end of the period of the default notice"

### 2 Delivery of Transfer

If the Transfer of land document which is required to be provided by the Purchaser to the Vendor pursuant to General Condition 6 is not delivered by the Purchaser to the Vendor at least ten (10) days before the Settlement Date, the Vendor will not be obliged to complete this Contract until the expiration of ten (10) days from the date of delivery. The Purchaser shall be deemed to have made default in the payment of the residue of the Purchase Price, without further notice from the Vendor, and shall be liable for Penalty Interest for the days which settlement is delayed

### 3 General Conditions

General Condition 28.4(a) is deleted and replaced with the following:-

- (a) an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property.

SALE OF LAND ACT (the Act) - SECTION 32

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE**

**VENDOR: CHLOE MELINDA BIGGIN(FORMERLY POLLARD)**

**PROPERTY: 275 HUMFFRAY STREET NORTH, BALLARAT**

**IMPORTANT NOTICE TO PURCHASERS**

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempted from the growth areas infrastructure contribution in certain situations. It is in your interest to obtain legal advice as to any potential liability before you commit yourself to buy.

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1. **RESTRICTIONS** - Details of any registered or unregistered easement, covenant, caveat or other similar restriction affecting the property are set out in the attached copies of Title documents.

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat or similar restriction.

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2. **PLANNING AND ROAD ACCESS** - Details of any planning instruments affecting the land are

NAME	Ballarat Planning Scheme
RESPONSIBLE AUTHORITY	City of Ballarat
ZONING/RESERVATION	Residential 1 Heritage Overlay 175

There is access to the Property by road.

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3. **OUTGOINGS AND STATUTORY CHARGES** - Details concerning any rates, taxes or other similar outgoings (including any Owners Corporation charges) and any interest payable:

Amounts for which the purchaser may become liable in consequence of the sale: Nil

Total outgoings do not exceed \$2,500.00

Amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation: Nil

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4.	SERVICES	Connected	Authority
4.1	Electricity	Yes	Purchaser may select own supplier
4.2	Gas	Yes	Purchaser may select own supplier
4.3	Water	Yes	Central Highlands Water
4.4	Sewerage	Yes	Central Highlands Water
4.5	Telephone	Yes	Purchaser may select own supplier

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5.1 BUILDING APPROVALS - No building permit has been granted during the past seven years under the Building Control Act 1981 or Building Act 1993.

5.2 GUARANTEE - Details of an owner-builder under the House Contracts Guarantee Act 1987 in the preceding seven years.

As per attached (if any).

5.3 INSURANCE - Details in the preceding six years in the case of a residence to which s137B of the Building Act 1993 applies.

As per attached (if any).

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6. NOTICES – [Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the property of which the Vendor might be reasonably expected to have knowledge, including:

6.1 if there is an Owners Corporation, affecting it and its contingent, proposed or other liabilities, including those relating to repairs;

6.2 quarantine or stock order imposed under the Agricultural and Veterinary Chemicals (Control of Use) Act 1992 (whether or not the quarantine or order is still in force) -

6.3 notice pursuant to Section 6 of the Land Acquisition and Compensation Act 1986;

are attached (if any).

---

7. OWNERS CORPORATION - If the land is affected by an owners corporation within the meaning of the **Owners Corporations Act 2006**.

(a) a copy of the current owners corporation certificate issued in respect of the land under the **Owners Corporation Act 2006**; and

(b) a copy of the documents required to accompany the owners corporation certificate under section 151(4)(b) of the **Owners Corporations Act 2006**.

As per attached (if any).

**BUT NOTE:** The Vendor has no means of knowing of all decisions of Public Authorities

and Government Departments affecting the property unless communicated to the Vendor.

---

8. TITLE - Copies of relevant Title documents are attached.

DATE OF STATEMENT:

Vendor's Signature: ..... *AMB* .....

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

DATE OF ACKNOWLEDGMENT:

Purchaser's Signature: .....

**PLEASE NOTE that where the property is to be sold on terms pursuant to Section 32(2)(f) of the Act and/or sold subject to a mortgage that is not to be discharged by the date of possession (or receipt of the rents and profits) of the property pursuant to Section 32(2)(a) of the Act - then the Vendor must provide an additional statement containing the particulars specified in Schedules 1 and 2 of the Act.**

VOLUME 10299 FOLIO 297

Security no : 124040558742P  
Produced 20/01/2012 09:44 am

## LAND DESCRIPTION

Lot 1 on Plan of Subdivision 347980A.  
PARENT TITLE Volume 09904 Folio 195  
Created by instrument PS347980A 17/09/1996

## REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
CHLOE MELINDA POLLARD of 275 HUMFFRAY STREET NORTH BALLARAT VIC 3350  
AE393062Y 02/06/2006

## ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AE393063W 02/06/2006  
ING BANK (AUSTRALIA) LTD

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

## DIAGRAM LOCATION

SEE PS347980A 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: 275 HUMFFRAY STREET NORTH BALLARAT EAST VIC 3350

DOCUMENT END

**LOCATION OF LAND**

**PARISH:** BALLARAT

**TOWNSHIP:** BALLARAT EAST

**SECTION:** 19

**CROWN ALLOTMENT:** 14

**CROWN PORTION:** —

**LTO BASE RECORD:** TOWNSHIP OF BALLARAT EAST LITHO SHEET 3  
**TITLE REFERENCES:** CROWN GRANT VOL. 9904 FOL. 195

**LAST PLAN REFERENCE/S:** OP 102075

**POSTAL ADDRESS:** 275 HUMFFRAY STREET NORTH  
**(At time of subdivision)** BALLARAT 3350

**AMG Co-ordinates**                      E 754 400                      ZONE: 54  
**(of approx centre of land**            N 5 839 500  
**in plan)**

**COUNCIL CERTIFICATION AND ENDORSEMENT**

COUNCIL NAME: BALLARAT CITY COUNCIL                      REF: 310-96  
5D060-96

1. This plan is certified under Section 6 of the Subdivision Act 1988
- ~~2. This plan is certified under Section 11(7) of the Subdivision Act 1988.  
 -Date of original certification under Section 6. / /~~
3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.

**OPEN SPACE**

(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 ~~has~~/has not been made.

(ii) ~~The requirement has been satisfied.~~

(iii) ~~The requirement is to be satisfied in Stage .....~~

Council Delegate  
~~Council Seal~~  
 Date 5 / 7 / 96

Re-certified under Section 11(7) of the Subdivision Act 1988.

Council Delegate  
 Council Seal  
 Date / /

**VESTING OF ROADS AND/OR RESERVES**

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

**NOTATIONS**

STAGING    This is/is not a staged subdivision.  
 Planning permit No.

DEPTH LIMITATION    15m BELOW THE SURFACE APPLIES TO ALL THE LAND IN THIS PLAN.

SURVEY:    THIS PLAN IS/IS NOT BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 180, 181, 929 & 974  
 IN PROCLAIMED SURVEY AREA No. 49

**EASEMENT INFORMATION**

**LEGEND**    A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)

DRAINAGE AND SEWERAGE EASEMENTS AND RIGHTS IMPLIED UNDER SEC 12 (2) SUBDIVISION ACT 1988 APPLY TO THE LAND IN LOT 2 ON THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

**LTO USE ONLY**

STATEMENT OF COMPLIANCE/  
 EXEMPTION STATEMENT

RECEIVED   

DATE 28 / 8 / 96

**LTO USE ONLY**

PLAN REGISTERED  
 TIME 3.30pm  
 DATE 17 / 9 / 96

Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

RICHARD J. STEELE  
 CONSULTING LAND SURVEYOR  
 6 DAWSON ST. NTH.  
 BALLARAT 3350                      PH. 053 332 699

LICENSED SURVEYOR (PRINT)    RICHARD J. STEELE

SIGNATURE .....                      DATE 2 / 7 / 96

REF 1394                                      VERSION 2

DATE / /

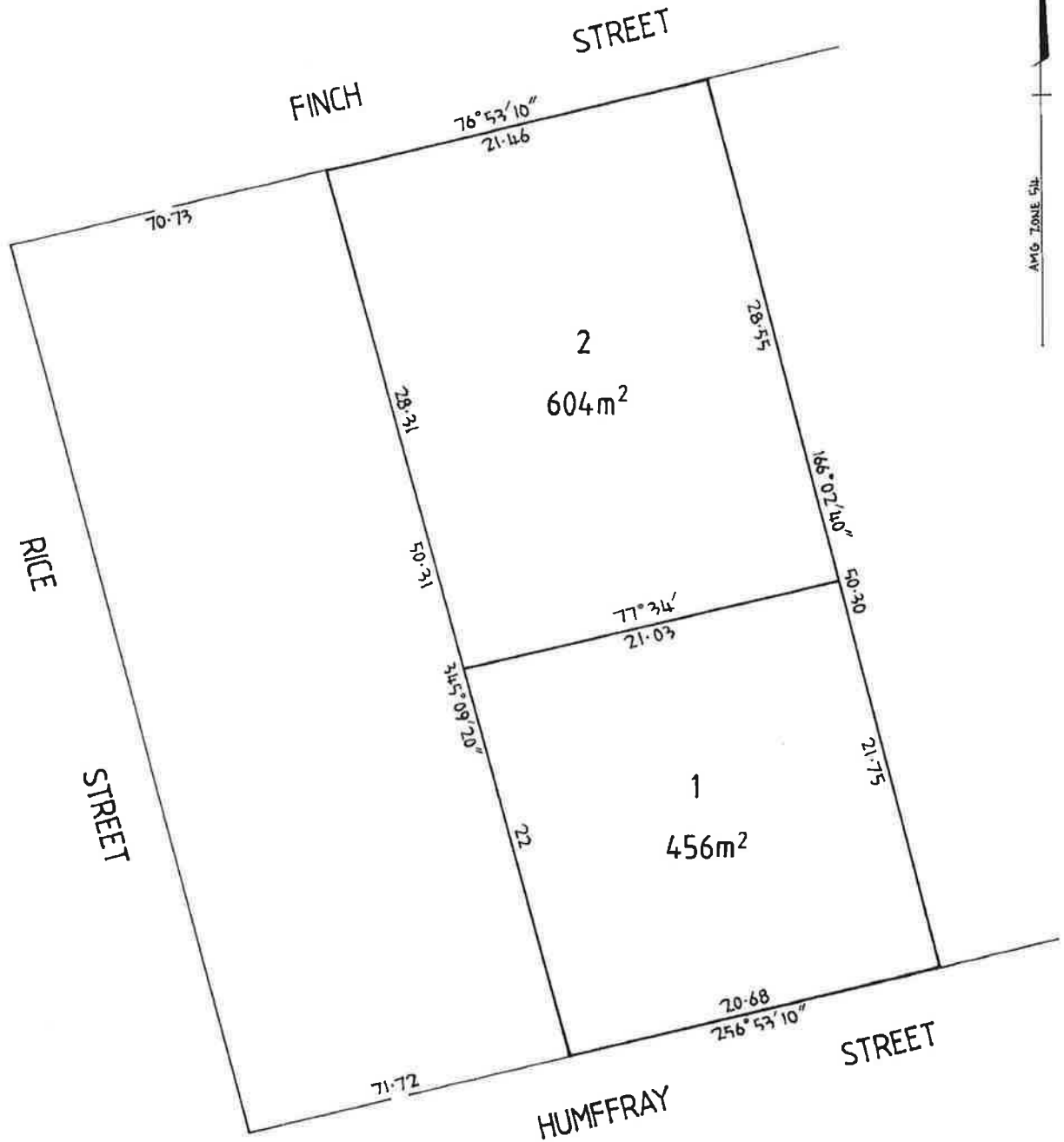
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE                      A3

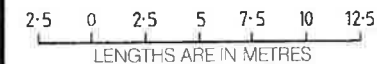
**PLAN OF SUBDIVISION**

STAGE No.

PLAN NUMBER  
**PS347980A**



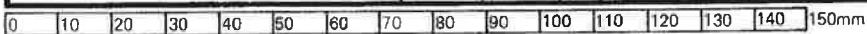
RICHARD J. STEELE  
CONSULTING LAND SURVEYOR  
6 DAWSON ST. NTH.  
BALLARAT 3350 PH 053 332 699



ORIGINAL  
SCALE 1:250  
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) RICHARD J. STEELE  
SIGNATURE ..... DATE / /  
REF 1394 VERSION 2

SHEET 2 OF 2 SHEETS  
DATE / /  
COUNCIL DELEGATE SIGNATURE





PO Box 655 Ballarat  
Victoria Australia 3353  
Customer Service Centre  
25 Armstrong Street South  
Ballarat Central  
T: 03 5320 5500  
F: 03 5333 4061  
ABN 37 601 599 422

# VALUATION AND RATE NOTICE

For period 1 July 2011 to 30 June 2012



C M Biggin  
275 Humffray Street North  
BALLARAT EAST VIC 3350

**Assessment No: 4153292**

**Full Payment  
\$867.96 by 15/02/2012**

or

**First Instalment  
\$217.11 by 30/09/2011**



033  
1000605

**RATE ENQUIRIES 1300 137 370**

**Description and Location of Property:**

275 Humffray Street North, BALLARAT EAST VIC 3350  
Lot 1 PS347980

**Date Issued:** 19/07/2011

**Area:** 588.000 sqm

**Ward:** Central

**Date Declared:** 22/06/2011

**Site Value:** \$98,500  
**Capital Improved Value:** \$166,000  
**Net Annual Value:** \$8,300  
**Level of Value Date:** 01/01/2010  
**Operative Date:** 01/07/2010

**Rating Details:**

Residential Rate

0.004060 X \$166,000 CIV

\$673.96

Waste Management Charge

1 X \$194.00

\$194.00

**TOTAL DUE: \$867.96**

Instalment 1 due by 30/09/2011 \$217.11

Instalment 3 due by 28/02/2012 \$216.95

Instalment 2 due by 30/11/2011 \$216.95

Instalment 4 due by 31/05/2012 \$216.95

Note: Transactions after 12/07/2011 are not included on this notice

**INTEREST**

Payments received after the due date will be charged interest at 10.5% P.A. Refer to the back of notice for details.

**ARREARS**

Any arrears shown on this notice are due immediately and will accrue interest until paid in full.

**IMPORTANT NOTE**

Retain the top portion of this notice in case you need it for taxation or financial institution purposes. Charges may apply for copies.

**PAYING BY INSTALMENTS**

If the 1st instalment is not paid by 30/09/2011, any payment made will be processed as a part payment with the balance due by 15/02/2012.

**Do not detach unless paying by mail**



Ratepayer: C M Biggin  
Property Location: 275 Humffray Street North  
BALLARAT EAST VIC 3350

**Assessment No: 4153292**

**Full Payment  
\$867.96 by 15/02/2012**

or

**First Instalment  
\$217.11 by 30/09/2011**

Refer to back of notice  
for Payment Options



Bill Code: 1420  
Ref: 4 153 292



Billpay Code: 0314  
Ref: 415 3292

Pay in person at any Post Office,  
by phone 13 18 16, or go to  
postbillpay.com.au to pay now.



PAYMENT IN FULL \*314 4153292 \$867.96



FIRST INSTALMENT \*314 4153292 \$217.11



7 Learmonth Road  
Wendouree Victoria 3355

PO Box 152 Ballarat  
Victoria 3353 Australia  
www.chw.net.au

Account Enquiries (03) 5320 3111  
General Enquiries (03) 5320 3100  
Facsimile (03) 5320 3299  
24 Hour Emergency Service 13WATER (13 92837)

ABN 75 224 340 348  
**TAX INVOICE**

Property Address:

275 Humffray St N, Ballarat 3350

R

Account Number:

**14-1307-2020-03-5**

Next Scheduled Reading: 27 Mar 2012

Issued on 29 Nov 2011



**C M Biggin**  
275 Humffray St N  
BALLARAT EAST VIC 3350

Amount Due

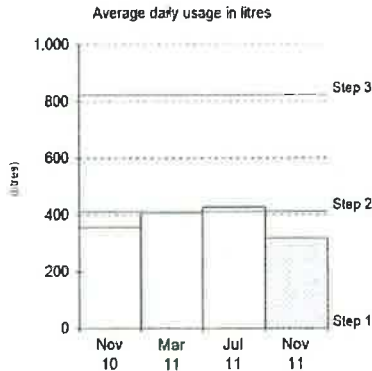
**\$345.94**



I000299

Pay By

**28 Dec 2011**



**Balance Brought Forward**

Opening Balance	\$362.06
Total Payments Received to 29 Nov 2011	\$362.06
<b>Balance Overdue</b>	<b>\$0.00</b>

**Current Charges**

Water Volume Charge	\$60.35
Water Access Fee	\$73.92
Wastewater Access Fee	\$211.67
<b>Total</b>	<b>\$345.94</b>

**Total Amount Due**

Total includes GST of	\$0.00
-----------------------	--------

Average daily usage		Average daily cost
Same period last year	Current period	In current period
357 L/day	316 L/day	\$2.88 /day

Please Note: Penalty Interest of 10.50% per annum will apply to overdue balances.

MOVED HOUSE OR SOLD/PURCHASED A PROPERTY RECENTLY? Please ensure you are using the correct account number when making payments via BPay, Net bank, Easy Plan or Centrepay. The account number is located on the top right hand corner of this account.

**HOW TO PAY - See over for details**

- Direct Debit**
- Payment by Bpay**
- Payment by Australia Post**
- Payment by Centrelink**
- Payment by Credit Card**
- Payment by Mail**
- Payment in Person**
- Payment by EasyPlan Instalments**

Account Number:

**14-1307-2020-03-5**

Amount Due

**\$345.94**

**Concession Card Holders:**

If concession is not shown under Current Charges, contact (03) 5320 3111 to register details.

Please insert amount being paid



\*336 1413072020035

EasyPlan Payments

C M Biggin 275 Humffray St N, Ballarat 3350



7 Leamonth Road  
Wendouree Victoria 3355  
PO Box 152 Ballarat  
Victoria 3353 Australia  
Telephone (03) 5320 3100  
Facsimile (03) 5320 3299  
DX 35024 Ballarat AU5DOC

Landata - O'Beirne Law C/- LEAP Searching  
DX 250639  
EAST MELBOURNE

Your Ref: 12498644-020-6  
Statement No: 106939  
Property No: 14-1307-2020  
Account No: 14-1307-2020-03  
Date: 25-Jan-2012

## Information Statement

### Water Act 1989, Section 158

Statement of encumbrances, works required, outstanding matters, tariffs and other charges including outstanding amounts and other information which the Corporation considers relevant for the property known as:

**275 Humffray St N, Ballarat**

**Title(s):**

Lot 1, Plan of Subdivision 347980A, Volume 10299, Folio 297, Parish of Ballarat

**Owner(s):**

Biggin, Chloe Melinda

**Account Calculation:**

Fees and Charges (including interest)	\$0.00
Scheme Arrears	\$0.00

<b>Total amount in arrears as at 25-Jan-2012:</b>	<b>\$0.00</b>
---	---------------

Access Fees: 25-Jan-2012 (from page 2)	\$147.55
--	----------

<b>Total Amount (not including volume charges):</b>	<b>\$147.55</b>
---	-----------------

**Note:** To calculate charges to settlement date, calculations should be based on daily access fees and volumetric charges from the period of the last account until settlement date. A special meter reading certificate may be applied for to ascertain volume charges for the period from the last meter read to settlement date.

Property No: 14-1307-2020  
Property Address: 275 Humffray St N, Ballarat

**Details for services provided and their tariffs:**

METERED SERVICE: 13677                      Meter Number: B04W778650  
Wastewater Access Fee:                      From 24/11/11 To 25/01/12 = 62 days @ 176.39¢ per day                      = \$109.36  
Water Access Fee:                              From 24/11/11 To 25/01/12 = 62 days @ 61.60¢ per day                      = \$38.19  
Water Volume:                                  Read \_\_\_\_\_ - Prev. Read 880 (24/11/11) = \_\_\_\_\_ kL  
Water Volume Charged:                                  \_\_\_\_\_ kL                                  = \_\_\_\_\_ kL  
Water Volume Charge (Step 1, 2011-12):                                  \_\_\_\_\_ kL @ 158.82¢ per kL = \$\_\_\_\_\_

**Encumbrances and other information:**

---

The property is not independently connected to the Corporation's sewer main.

\*\*\*

It is recommended that a special meter reading (cost \$24.50) be applied for reading 8-10 days prior to settlement to ascertain volume charges from the last meter read to the settlement date and to update the Information Statement.

The information supplied on this Statement in relation to encumbrances is valid as at the date of issue only.

Signed



Authorised Officer

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 20 January 2012 09:34 AM

**Address:** 275 HUMFFRAY STREET NORTH BALLARAT EAST 3350

**Lot and Plan Number:** Lot 1 PS347980

**Standard Parcel Identifier (SPI):** 1\PS347980

**Local Government (Council):** BALLARAT **Council Property Number:** 2016175

**Directory Reference:** VicRoads 566 H7

**This property is in a designated bushfire prone area.  
Special bushfire construction requirements apply.**

Further information about the building control system and building in bushfire prone areas can be found on the Building Commission website [www.buildingcommission.com.au](http://www.buildingcommission.com.au)

### State Electorates

**Legislative Council:** WESTERN VICTORIA (2005)

**Legislative Assembly:** BALLARAT WEST (2001)

### Utilities

**Regional Urban Water Business:** Central Highlands Water

**Rural Water Business:** Southern Rural Water

**Melbourne Water:** outside drainage boundary

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

### Planning Zone Summary

**Planning Zone:** RESIDENTIAL 1 ZONE (R1Z)  
SCHEDULE TO THE RESIDENTIAL 1 ZONE

**Planning Overlay:** HERITAGE OVERLAY (HO)  
HERITAGE OVERLAY SCHEDULE (HO175)

Planning scheme data last updated on 19 January 2012.

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

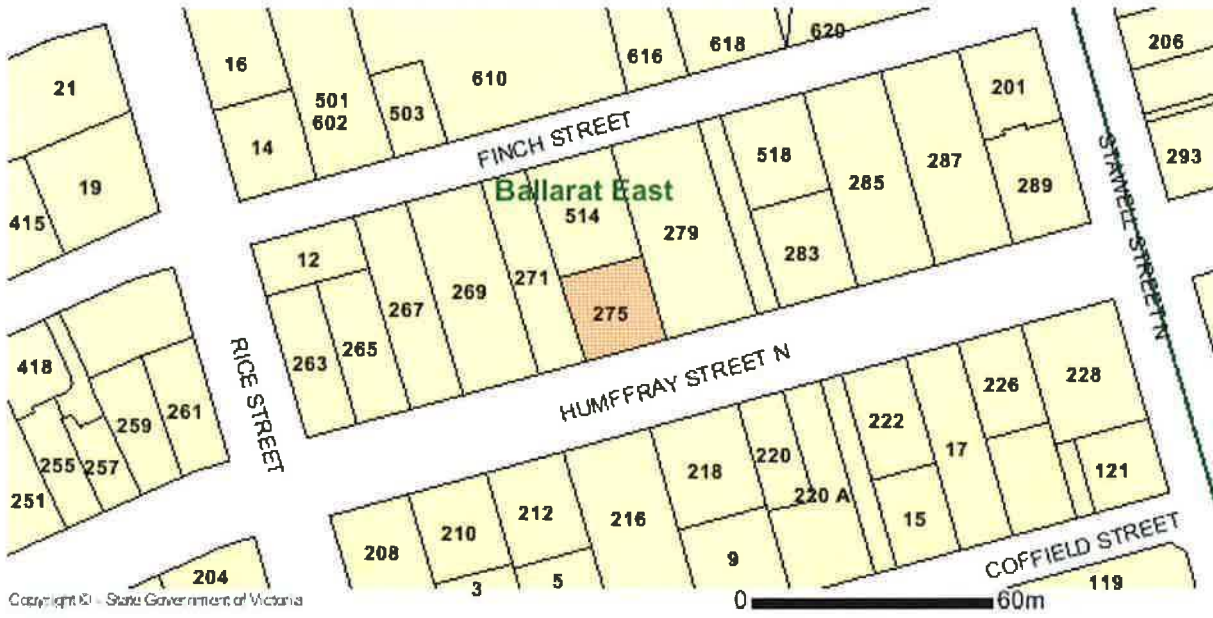
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

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

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

For other information about planning in Victoria visit [www.dpcd.vic.gov.au/planning](http://www.dpcd.vic.gov.au/planning)

Area Map



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# Planning Property Report

From [www.dpcd.vic.gov.au/planning](http://www.dpcd.vic.gov.au/planning) on 20 January 2012 09:36 AM

**Address:** 275 HUMFFRAY STREET NORTH BALLARAT EAST 3350

**Lot and Plan Number:** Lot 1 PS347980

**Local Government (Council):** BALLARAT **Council Property Number:** 2016175

**Directory Reference:** VicRoads 566 H7

## Planning Zone



RESIDENTIAL 1 ZONE (R1Z)

SCHEDULE TO THE RESIDENTIAL 1 ZONE



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

### Zones Legend

	<b>B12 - Business 1</b>		<b>IN12 - Industrial 1</b>		<b>R12 - Residential 1</b>
	<b>B22 - Business 2</b>		<b>IN22 - Industrial 2</b>		<b>R22 - Residential 2</b>
	<b>B32 - Business 3</b>		<b>IN32 - Industrial 3</b>		<b>R32 - Residential 3</b>
	<b>B42 - Business 4</b>		<b>LDR2 - Low Density Residential</b>		<b>RAZ - Rural Activity</b>
	<b>B52 - Business 5</b>		<b>MUZ - Mixed Use</b>		<b>RCZ - Rural Conservation</b>
	<b>CA - Commonwealth Land</b>		<b>PCR2 - Public Conservation &amp; Resource</b>		<b>RDZ1 - Road - Category 1</b>
	<b>CCZ - Capital City</b>		<b>PDZ - Priority Development</b>		<b>RDZ2 - Road - Category 2</b>
	<b>CDZ - Comprehensive Development</b>		<b>PPR2 - Public Park &amp; Recreation</b>		<b>RL2 - Rural Living</b>
	<b>DZ1 - Dockland</b>		<b>PUZ1 - Public Use - Service &amp; Utility</b>		<b>RU2 - Rural</b>
	<b>ERZ - Environmental Rural</b>		<b>PUZ2 - Public Use - Education</b>		<b>SUZ - Special Use</b>
	<b>F2 - Farming</b>		<b>PUZ3 - Public Use - Health Community</b>		<b>T2 - Township</b>
	<b>GWAZ - Green Wedge A</b>		<b>PUZ4 - Public Use - Transport</b>		<b>UF2 - Urban Floodway</b>
	<b>GWZ - Green Wedge</b>		<b>PUZ5 - Public Use - Cemetery / Crematorium</b>		<b>UGZ - Urban Growth</b>
			<b>PUZ6 - Public Use - Local Government</b>		<b>Urban Growth Boundary</b>
			<b>PUZ7 - Public Use - Other Public Use</b>		

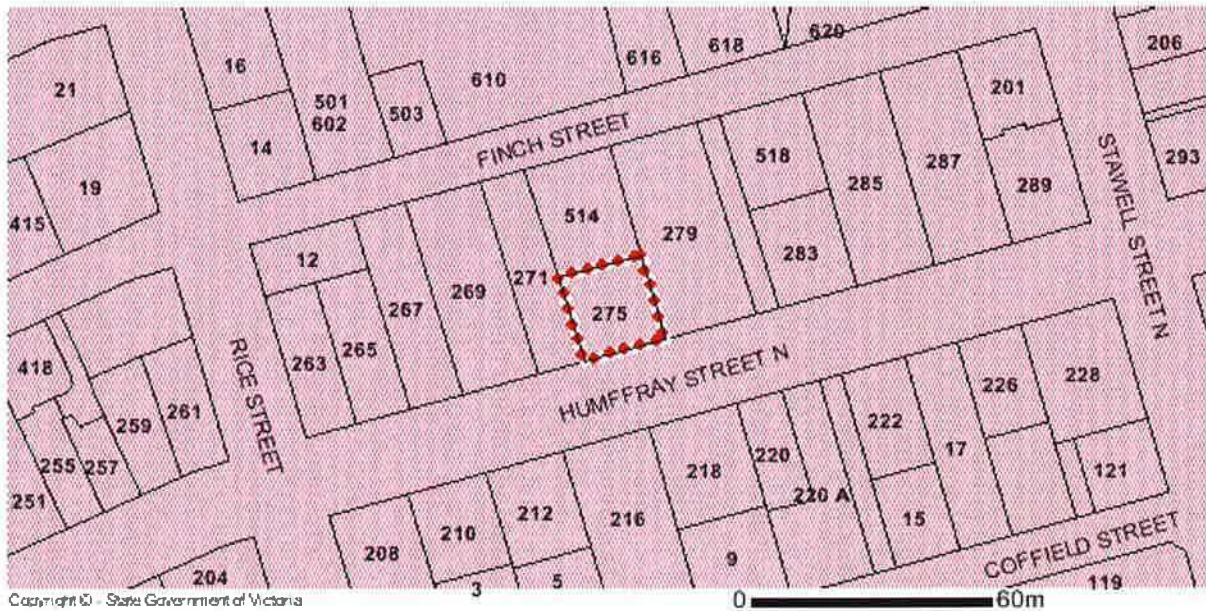
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## Planning Overlay

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY SCHEDULE (HO175)



### Overlays Legend

Airport Environs	Erosion Management	Public Acquisition
City Link Project	Environmental Significance	Restructure
Development Contributions Plan	Floodway	Road Closure
Design & Development	Heritage	Special Building
Design & Development Part	Incorporated Plan	Significant Landscape
Development Plan	Land Subject to Inundation & Floodway	Salinity Management
Environmental Audit	Melbourne Airport Environs 1	State Resource
	Melbourne Airport Environs 2	Vegetation Protection
	Neighbourhood Character	Bushfire Management - Wildfire Management

Note: due to overlaps some colours on the maps may not match those in the legend.

### Further Planning Information

Planning scheme data last updated on 19 January 2012.

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