

INFORMATION MEMORANDUM



66 - 68 RAILWAY AVENUE, GARFIELD

13 – 15 MAY COURT, GARFIELD

**ZONED: GENERAL RESIDENTIAL ZONE –
SCHEDULE I**

“POSITION IS THE PRIZE”



Nyall Greene 0409 560 778

130 Main Street, Pakenham

E: Nyall.g@neilsonpartners.com.au

EXECUTIVE SUMMARY

66 – 68 Railway Avenue, Garfield, 3814

13 – 15 May Court, Garfield, 3814

Area: 6,493m² or thereabouts in area

Titles: Comprising of four (4) titles:

1. 66 Railway Avenue, Garfield, described as Lot 2, PS 331430C and more particularly described in Certificate of Title of Volume 10466 Folio 216 comprising of 1,012m² or thereabouts in area, being vacant land.
2. 68 Railway Avenue, Garfield, described as Lot 1, PS 621751P and more particularly described in Certificate of Title Volume 11399 Folio 878 being 1,671m² or thereabouts in area being an improved title (factory and associated improvements)
3. 13 May Court, Garfield, described as Lot 1, PS 331430C and more particularly described in Certificate of Title Volume 10466 Folio 215 being 1,012m² or thereabouts in area
4. 15 May Court, Garfield, described as Lot 2 on PS 621751P and more particularly described in Certificate of Title Volume 11399 Folio 879 being 2,798m² or thereabouts in area being an improved title (dwelling and associated shedding)

66 Railway Avenue	Lot 2	PS 331430C	Vol. 10466 Folio 216	1,012m ²
68 Railway Avenue	Lot 1	PS 621751P	Vol. 11399 Folio 878	1,671m ²
13 May Court	Lot 1	PS 331430C	Vol. 10466 Folio 215	1,012m ²
15 May Court	Lot 2	PS 621751P	Vol. 113399 Folio 879	2,798m ²
			Total	6,493m ²

Local Government: Shire of Cardinia

Responsibility Authority: Cardinia Shire Council

Planning Scheme: Cardinia Planning Scheme

Cardinia Shire Ward: Bunyip Ward

Planning: Zoned: General Residential Zone – Schedule 1

Method of Sale:

Sale by negotiation

Conditions of Sale:

Deposit 10% of sales Price

Settlement of up to 365 days from date of vender signing the contract of sale

The property shall be sold as a whole

Further Details:

Nyall Greene

0409 560 778

(03) 5941 4444

Nyall.g@neilsonpartners.com.au

PREFACE:

The township of Garfield lies approximately 75 kilometres from the Melbourne CBD and approximately 14 kilometres from the Pakenham CBD. The Melbourne to Bairnsdale railway line (V-Line) runs through the township connecting what are locally known as the railway towns of Nar Nar Goon, Tynong, Garfield, Bunyip and Longwarry. These townships are also serviced by the Nar Nar Goon – Longwarry Road offering direct access to the Princes Highway (a national route) and the M1 Freeway. In its purest form, one can drive from their home in Garfield to the Tullamarine Airport without encountering a single traffic light!

With all the amenities of urban living available in this idyllic rural environment, it is therefore unsurprising that Garfield has become a destination town; with a steady influx of new residents choosing to raise families and former residents choosing to move back into the area.

An attractive Main Street precinct with some beautiful heritage shop fronts including a butcher and smokehouse, sourdough bakery, venue cafes, hotel, beauty salon/hairdresser, live performance and retail outlets provide a well patronised community focal point.

A kindergarten, primary school and nearby churches provide educational and pastoral care. An expansive recreational reserve and vibrant community associations contribute to the wellbeing of this tight knit local community.

Within the local area, expansive farming enterprises, orcharding, wineries, riding and walking trails provide layers of interest and recreational business opportunities.

The subject property at 66-68 Railway Avenue and 13-15 May Court, Garfield instantly benefits from the appeal and desirability of living in this rural haven. A Titles Zoned: General Residential Zone – Schedule 1 lies within an established residential precinct ready to bolt on to the existing shopping, services and amenities available.



POTENTIAL:

The subject property lies just north of the Garfield Main Street and offers a highly visible and strategic 6,493m² (approx.) site in four (4) titles. With two sealed road frontages (Railway Avenue and May Court) , all mains services available and with substantial existing improvements (a 3 bedroom brick residence with garage and ancillary shedding and a factory sized steel shed with three phase power); this is a blue chip opportunity that could provide a lucrative income stream whilst the new owners consider their options to develop the site to its highest and best use in a calm and measured decision.

A perfect combination of new residents with young families and a rural farming population looking to retire and downsize locally will provide multiple opportunities to the astute investor or institutional developer for both childcare facilities; a boutique high spec residential development or a constructed to demographic over 55's or aged care village (STCA). In essence, this is a win-win development opportunity.





LOCATION AND BACKGROUND

66-68 Railway Avenue and 13-15 May Court, Garfield are strategically located within the heart of the Garfield Township offering easy access to both shopping, recreational, and educational/medical facilities, whilst retaining the rural lifestyle which draws people to this delightful rural area.

In addition, the V-Line rail link (Bairnsdale to Melbourne), National Routes and M1 Freeway will provide efficient transport connections for work, business and recreation.

Garfield is proximate to the south-east development corridor with major employment precincts, service hubs, shopping complexes, public and private educational facilities with Pakenham/Officer, and Narre Warren forming the eastern end of the fastest developing urban and light industrial conglomerate in Australia.

In summation, the subject property provides a blue-chip opportunity to develop a highly desirable enclave within a sought after rural lifestyle township whilst providing easy access by road and rail to the fast developing residential, business and employment corridors in Australia.

APPENDIX I

Titles

Planning Certificates

Rental Appraisal

Planning Property Reports

[https://production-planning-report-pdf.s3-ap-southeast-2.amazonaws.com/68-Railway-Avenue-Garfield-\(ID211828954\)-Vicplan-Planning-Property-Report.pdf](https://production-planning-report-pdf.s3-ap-southeast-2.amazonaws.com/68-Railway-Avenue-Garfield-(ID211828954)-Vicplan-Planning-Property-Report.pdf)

[https://production-detailed-report-pdf.s3-ap-southeast-2.amazonaws.com/68-Railway-Avenue-Garfield-\(ID211828954\)-Detailed-Property-Report.pdf](https://production-detailed-report-pdf.s3-ap-southeast-2.amazonaws.com/68-Railway-Avenue-Garfield-(ID211828954)-Detailed-Property-Report.pdf)

[https://production-planning-report-pdf.s3-ap-southeast-2.amazonaws.com/66-Railway-Avenue-Garfield-\(ID1519597\)-Vicplan-Planning-Property-Report.pdf](https://production-planning-report-pdf.s3-ap-southeast-2.amazonaws.com/66-Railway-Avenue-Garfield-(ID1519597)-Vicplan-Planning-Property-Report.pdf)

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[https://production-planning-report-pdf.s3-ap-southeast-2.amazonaws.com/Lot-1-PS331430-\(ID1517009\)-Vicplan-Planning-Property-Report.pdf](https://production-planning-report-pdf.s3-ap-southeast-2.amazonaws.com/Lot-1-PS331430-(ID1517009)-Vicplan-Planning-Property-Report.pdf)

[https://production-detailed-report-pdf.s3-ap-southeast-2.amazonaws.com/Lot-1-PS331430-\(ID1517009\)-Detailed-Property-Report.pdf](https://production-detailed-report-pdf.s3-ap-southeast-2.amazonaws.com/Lot-1-PS331430-(ID1517009)-Detailed-Property-Report.pdf)

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

Page 1 of 1

VOLUME 10466 FOLIO 216

Security no : 124112928607S
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LAND DESCRIPTION

Lot 2 on Plan of Subdivision 331430C.
PARENT TITLE Volume 03351 Folio 161
Created by instrument PS331430C 06/09/1999

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LORRAINE ELIZABETH HEYWOOD of 68 RAILWAY AVENUE GARFIELD VIC 3814
AF631250R 06/02/2008

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS331430C 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: 66 RAILWAY AVENUE GARFIELD VIC 3814

DOCUMENT END



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Document Type	Plan
Document Identification	PS331430C
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PLAN OF SUBDIVISION		Stage No. 	LTO use only EDITION 1	PS 331430C				
Location of Land Parish: BUNYIP Township: _____ Section: _____ Crown Allotment: 21 (PART) Crown Portion: _____ LTO base record: CHART 1 Title References: VOLUME 3351 FOLIO 161 Last Plan Reference: LP 4761 (LOT 19) Postal Address: 66 RAILWAY AVENUE GARFIELD 3814 AMG Co-ordinates: E 383 500 (Of approx. centre of plan) N 5 783 000 Zone: 55		Council Certification and Endorsement Council Name: <i>Cardinia - Shire Council</i> Ref: 594/001 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section III(7) of the Subdivision Act 1988. Date of original certification under section 6 9/9/94 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 1/9/99 Re-certified under section III(7) of the Subdivision Act 1988. Council Delegate Council seal Date 1/9/99		LTO use only Statement of Compliance / Exemption Statement Received ☒ Date 6/9/99 LTO use only PLAN REGISTERED TIME 11:15am DATE 6/9/99 Assistant Registrar of Titles				
Vesting of Roads or Reserves <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">Identifier</th> <th style="width: 85%;">Council/Body/Person</th> </tr> <tr> <td style="text-align: center;">Nil</td> <td style="text-align: center;">Nil</td> </tr> </table>		Identifier	Council/Body/Person	Nil	Nil	Notations Depth Limitation: Does not apply Staging: This is/is not a staged subdivision Planning Permit No. T 94/B Survey: This plan is/is not based on survey. To be completed where applicable. This survey has been connected to permanent mark no(s). In Proclaimed Survey Area no.		
Identifier	Council/Body/Person							
Nil	Nil							
Easement Information								
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)								
Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan.								
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of				
E-1	DRAINAGE	3	THIS PLAN	LAND IN THIS PLAN				
E-1	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER LIMITED				
E-2	DRAINAGE	3	THIS PLAN	LAND IN THIS PLAN				
E-2	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER LIMITED				
E-2	WATER	3	THIS PLAN	LOT 1 ON THIS PLAN				

FRANCIS O'HALLORAN & CO.
 Consulting Surveyors and Property Planners
 32 Peel Street Collingwood Victoria 3066
 Telephone (03) 9419 8422 Fax (03) 9415 1370

SCALE 20 10 0 20 40 LENGTHS ARE IN METRES		ORIGINAL SCALE SHEET SIZE 1:1000 A3	LICENSED SURVEYOR (PRINT) Kenneth J. Roberts SIGNATURE _____ DATE 30/8/1999 REF 5826 VERSION 3	Sheet 1 of 1 Sheet DATE / / COUNCIL DELEGATE SIGNATURE _____
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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 1 of 1

VOLUME 11399 FOLIO 879

Security no : 124112928627V
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LAND DESCRIPTION

Lot 2 on Plan of Subdivision 621751P.
PARENT TITLE Volume 10371 Folio 616
Created by instrument PS621751P 22/01/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LORRAINE ELIZABETH HEYWOOD of 68 RAILWAY AVENUE GARFIELD VIC 3814
PS621751P 22/01/2013

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS621751P 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: 15 MAY COURT GARFIELD VIC 3814

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS621751P

DOCUMENT END



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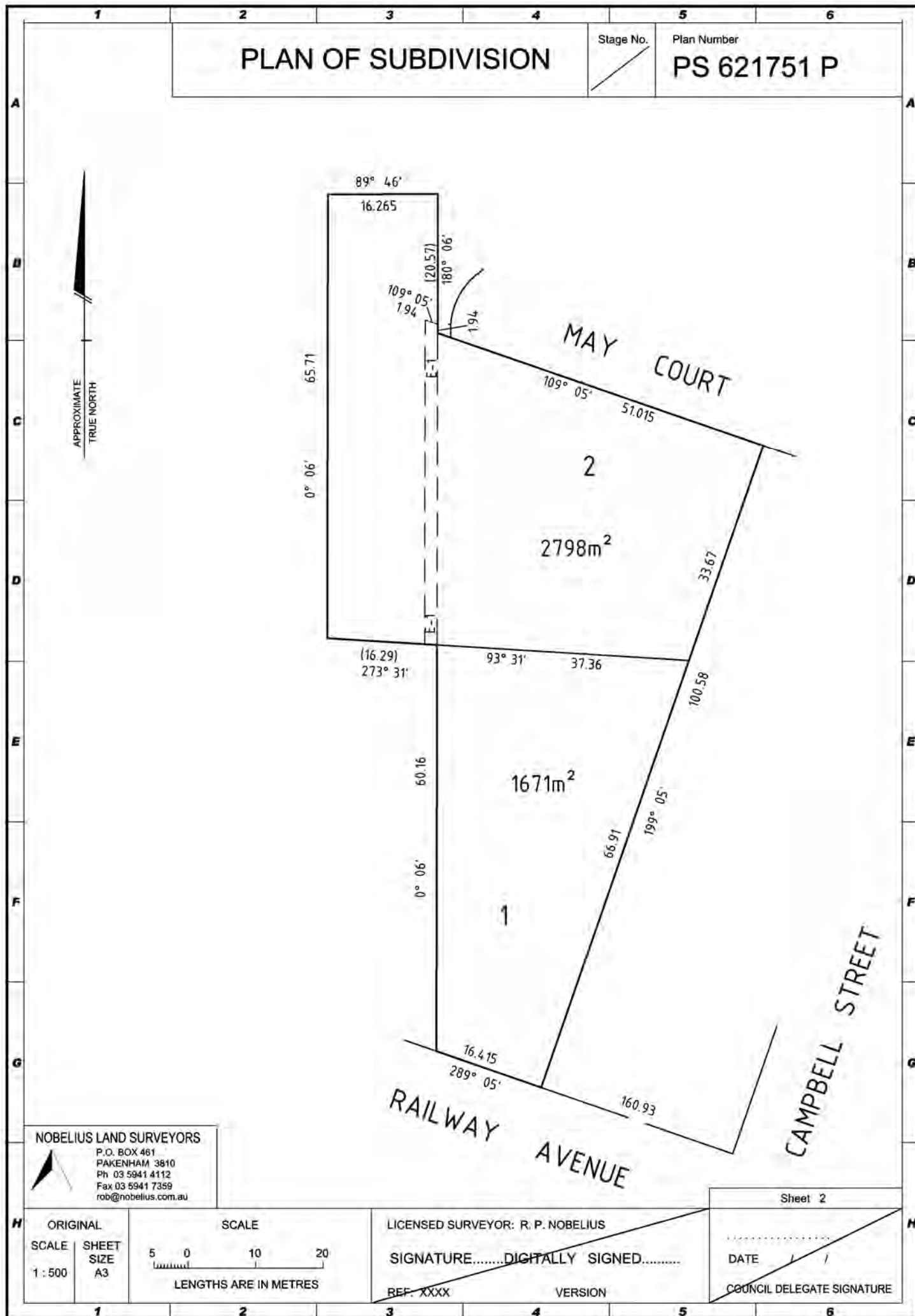
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PLAN OF SUBDIVISION				LRS use only EDITION 1	Stage No. 	Plan Number PS 621751 P
LOCATION OF LAND Parish: Bunyip Township: — Section: — Crown Allotment: 21B (ppt) Crown Portion: — LRS Base Record: DCMB Title Reference: V. 10371 F. 616 Last Plan Reference: Lot 2 LP 145659U Postal Address: 68 Railway Avenue (at time of subdivision) GARFIELD 3814 MGA94 Co-ordinates: E 383 940 (of approx. centre of land in plan) N 5 783 300 Zone: 55				COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME : CARDINIA REF: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads or Reserves						
Identifier	Council / Body / Person					
Nil	Nil					
Notations						
Depth Limitation: DOES NOT APPLY				Staging This is not a staged subdivision Planning Permit No. T070769		
This is a Spear Plan LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES				<u>Survey</u> This plan is not based on Survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.		
Easement Information					LRS use only	
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of Compliance/ Exemption Statement	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	Received ☒ DATE 22 / 01 / 2013	
E-1	Drainage	1.83	C/E A132432	C/T Vol. 3574 Fol. 766	LRS use only PLAN REGISTERED TIME 12:28pm DATE 22 / 01 / 2013 Jason Matthews Assistant Registrar of Titles	
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Plan of Subdivision PS621751P
Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S002239V

Plan Number: PS621751P

Responsible Authority Name: Cardinia Shire Council

Responsible Authority Reference Number 1: S08/178

Surveyor's Plan Version: B

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made

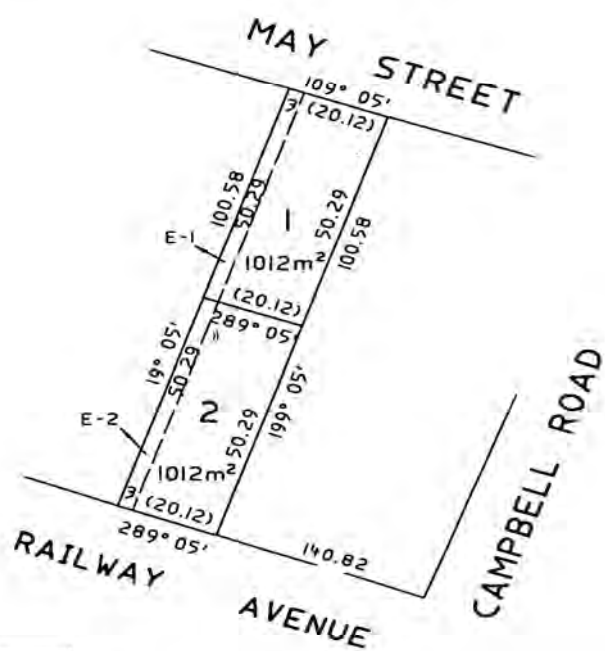
Digitally signed by Council Delegate: Carolyn Murphy

Organisation: Cardinia Shire Council

Date: 16/10/2008

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Vesting of Roads or Reserves <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 50%;">Identifier</th><th style="width: 50%;">Council/Body/Person</th></tr></thead><tbody><tr><td style="text-align: center;">Nil</td><td style="text-align: center;">Nil</td></tr></tbody></table>		Identifier	Council/Body/Person	Nil	Nil	Notations Depth Limitation: Does not apply Staging: This is/is not a staged subdivision Planning Permit No. T 94/8 Survey: This plan is/is not based on survey. To be completed where applicable. This survey has been connected to permanent mark no(s). In Proclaimed Survey Area no.		
Identifier	Council/Body/Person							
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E-1	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER LIMITED				
E-2	DRAINAGE	3	THIS PLAN	LAND IN THIS PLAN				
E-2	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER LIMITED				
E-2	WATER	3	THIS PLAN	LOT 1 ON THIS PLAN				



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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 10466 FOLIO 215

Security no : 124112241641U
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LAND DESCRIPTION

Lot 1 on Plan of Subdivision 331430C.
PARENT TITLE Volume 03351 Folio 161
Created by instrument PS331430C 06/09/1999

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

LORRAINE ELIZABETH HEYWOOD of 68 RAILWAY AVENUE GARFIELD VIC 3814
AF631250R 06/02/2008

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DIAGRAM LOCATION

SEE PS331430C 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: MAY COURT GARFIELD VIC 3814

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

Page 1 of 1

VOLUME 11399 FOLIO 878

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LAND DESCRIPTION

Lot 1 on Plan of Subdivision 621751P.
PARENT TITLE Volume 10371 Folio 616
Created by instrument PS621751P 22/01/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LORRAINE ELIZABETH HEYWOOD of 68 RAILWAY AVENUE GARFIELD VIC 3814
PS621751P 22/01/2013

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NIL

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

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

Street Address: 68 RAILWAY AVENUE GARFIELD VIC 3814

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS621751P

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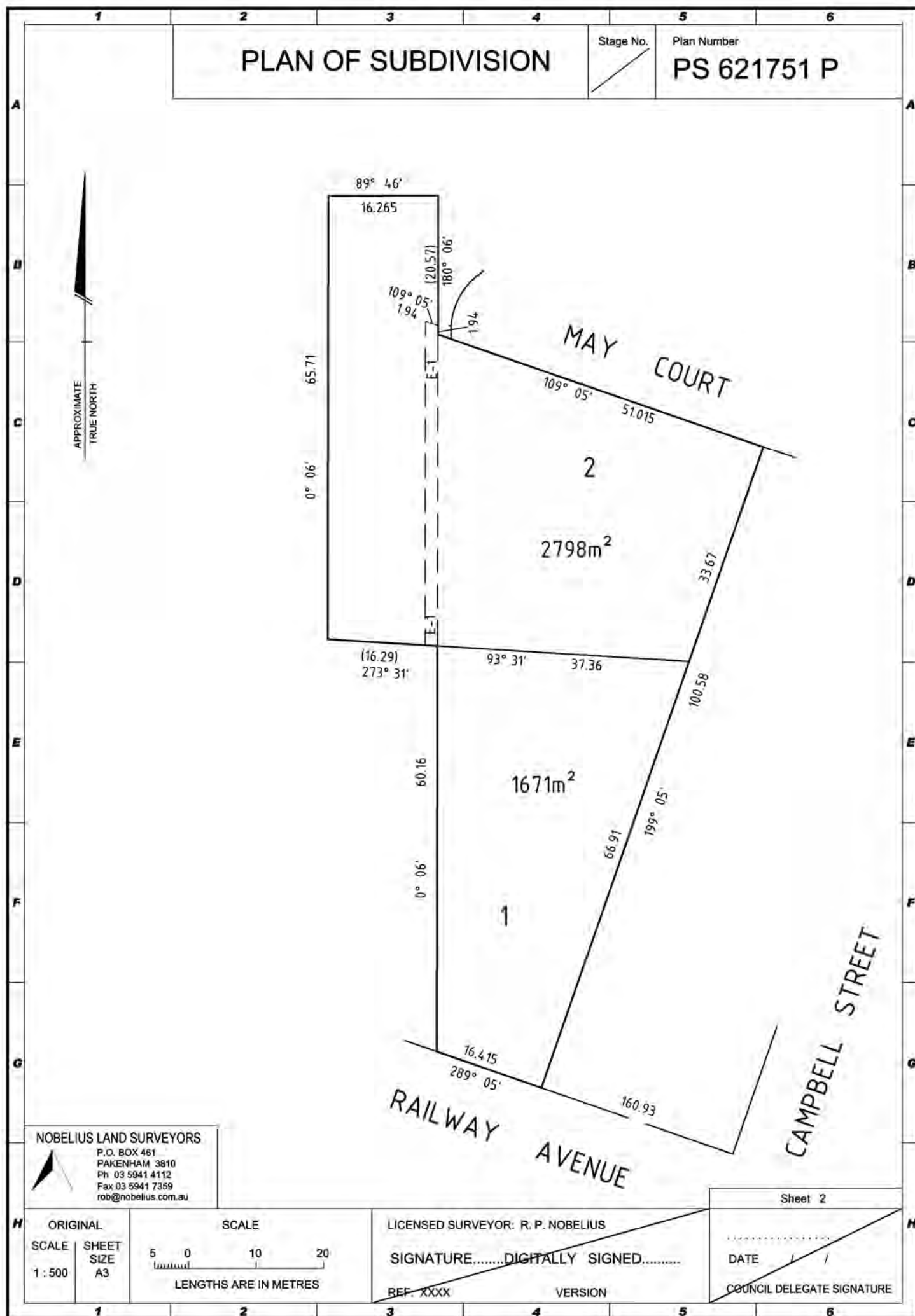
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Document Identification	PS621751P
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PLAN OF SUBDIVISION				LRS use only EDITION 1	Stage No. 	Plan Number PS 621751 P
LOCATION OF LAND Parish: Bunyip Township: — Section: — Crown Allotment: 21B (ppt) Crown Portion: — LRS Base Record: DCMB Title Reference: V. 10371 F. 616 Last Plan Reference: Lot 2 LP 145659U Postal Address: 68 Railway Avenue (at time of subdivision) GARFIELD 3814 MGA94 Co-ordinates: E 383 940 (of approx. centre of land in plan) N 5 783 300 Zone: 55				COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME : CARDINIA REF: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads or Reserves						
Identifier	Council / Body / Person					
Nil				Nil		
Notations						
Depth Limitation: DOES NOT APPLY				Staging This is not a staged subdivision Planning Permit No. T070769		
This is a Spear Plan LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES				<u>Survey</u> This plan is not based on Survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.		
Easement Information					<u>LRS use only</u>	
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of Compliance/ Exemption Statement	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	Received ☒ DATE 22 / 01 / 2013	
E-1	Drainage	1.83	C/E A132432	C/T Vol. 3574 Fol. 766	LRS use only PLAN REGISTERED TIME 12:28pm DATE 22 / 01 / 2013 Jason Matthews Assistant Registrar of Titles	
					Sheet 1 of 2 sheets	
NOBELIUS LAND SURVEYORS P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 Fax 03 5941 7359 rob@nobelius.com.au			LICENSED SURVEYOR: R. P. NOBELIUS SIGNATURE.....DIGITALLY SIGNED..... REF: 6598 VERSION B		 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	



Plan of Subdivision PS621751P
Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S002239V

Plan Number: PS621751P

Responsible Authority Name: Cardinia Shire Council

Responsible Authority Reference Number 1: S08/178

Surveyor's Plan Version: B

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made

Digitally signed by Council Delegate: Carolyn Murphy

Organisation: Cardinia Shire Council

Date: 16/10/2008



**first
national**
REAL ESTATE

Neilson Partners

www.neilsonpartners.com.au
We put you first

18 July 2024

To Whom It May Concern
C/- 15 May Court,
GARFIELD VIC 3814

To whom it may concern,

RE: 15 May Court, GARFIELD VIC 3814

Upon reviewing the details of the property you intend to purchase, including list of inclusions, property location and in consideration of the current rental market, it is our considered opinion the above property could achieve a rental income in the vicinity of **\$470.00 - \$500.00** per week.

If you have any questions regarding this matter, please do not hesitate to contact me.

Yours faithfully,
First National Neilson Partners

C. Besecke

Caitlin Besecke
Business Development Manager
0413 655 569

Disclaimer

This appraisal is prepared solely for the information of the client and not for any third party. Although every care has been taken in arriving at the figure, we stress that it is an opinion only and not to be taken as a sworn valuation. We must add the warning that we shall not be responsible should the appraisal or any part thereof be incorrect or incomplete in any way.

Berwick
57 High Street, Berwick, VIC 3806
P (03) 9707 6000 F (03) 9796 2455
E berwick@neilsonpartners.com.au

Narre Warren
1/418 Princes Hwy, Narre Warren, VIC 3805
P (03) 9705 4888 F (03) 9704 9121
E narrewarren@neilsonpartners.com.au

Pakenham
130 Main Street, Pakenham, VIC 3810
P (03) 5941 4444 F (03) 5941 4500
E pakenham@neilsonpartners.com.au

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 16 July 2024 01:13 PM

PROPERTY DETAILS

Address: **68 RAILWAY AVENUE GARFIELD 3814**

Lot and Plan Number: **Lot 1 PS621751**

Standard Parcel Identifier (SPI): **1\PS621751**

Local Government Area (Council): **CARDINIA**

Council Property Number: **5000007102**

Planning Scheme: **Cardinia**

Directory Reference: **Vicroads 718 H3**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **NARRACAN**

OTHER

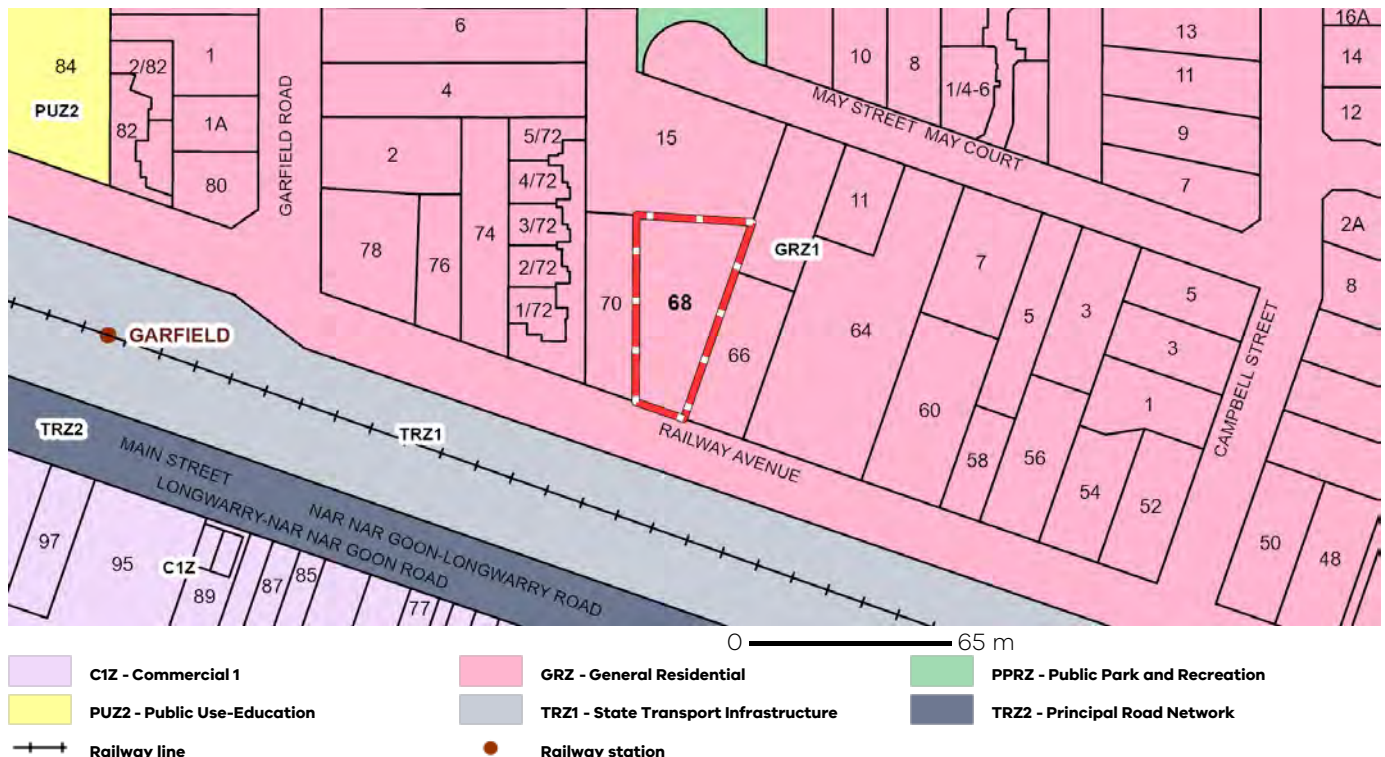
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

Planning Overlay

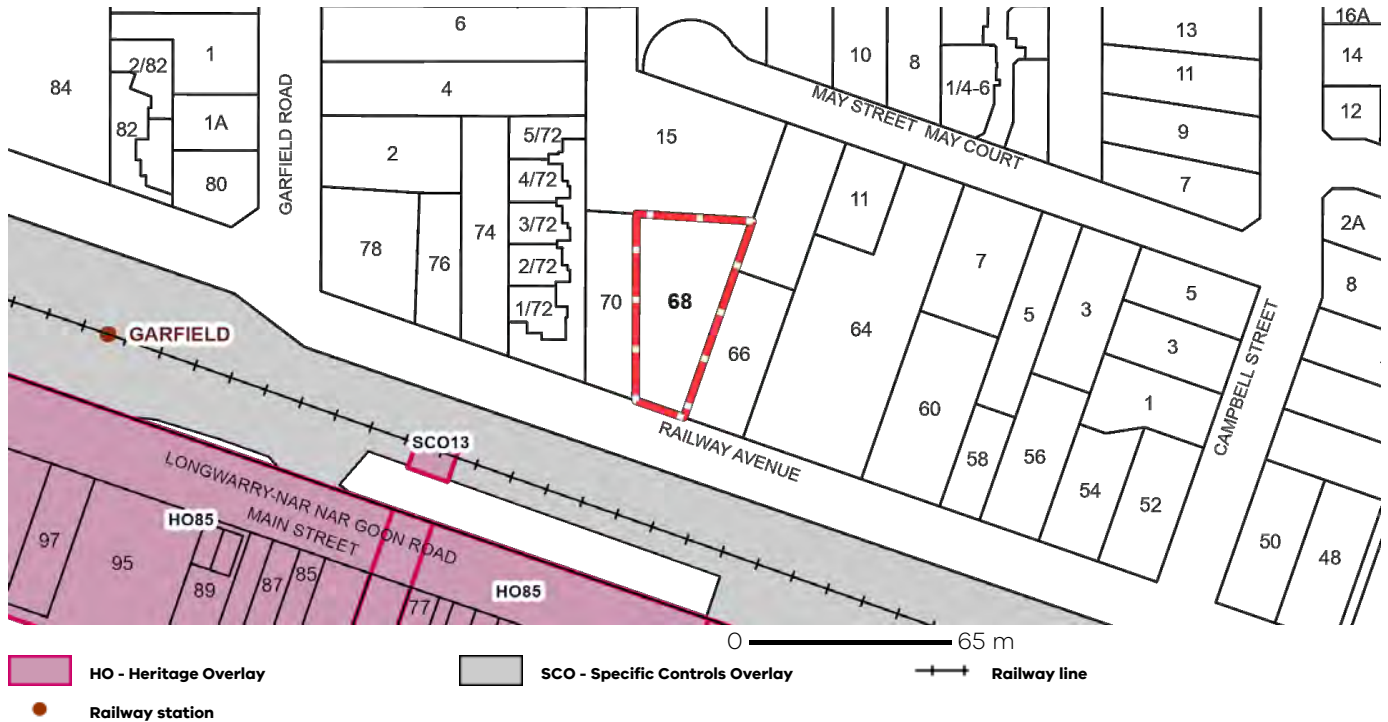
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



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 26 June 2024.

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>

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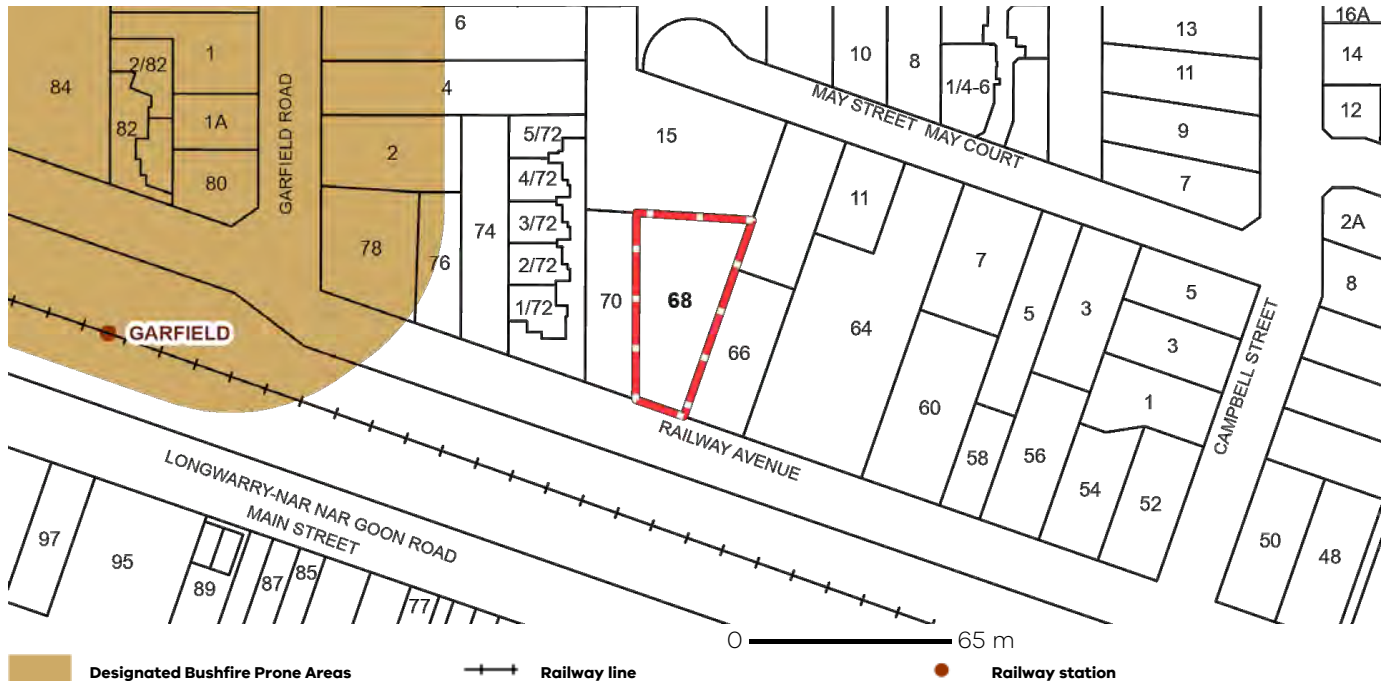
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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Native Vegetation

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

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PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 16 July 2024 01:15 PM

PROPERTY DETAILS

Address: **68 RAILWAY AVENUE GARFIELD 3814**
Lot and Plan Number: **Lot 1 PS621751**
Standard Parcel Identifier (SPI): **1\PS621751**
Local Government Area (Council): **CARDINIA**
Council Property Number: **5000007102**
Directory Reference: **Vicroads 718 H3**

www.cardinia.vic.gov.au

SITE DIMENSIONS

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



Area: 1671 sq. m

Perimeter: 181 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**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

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.

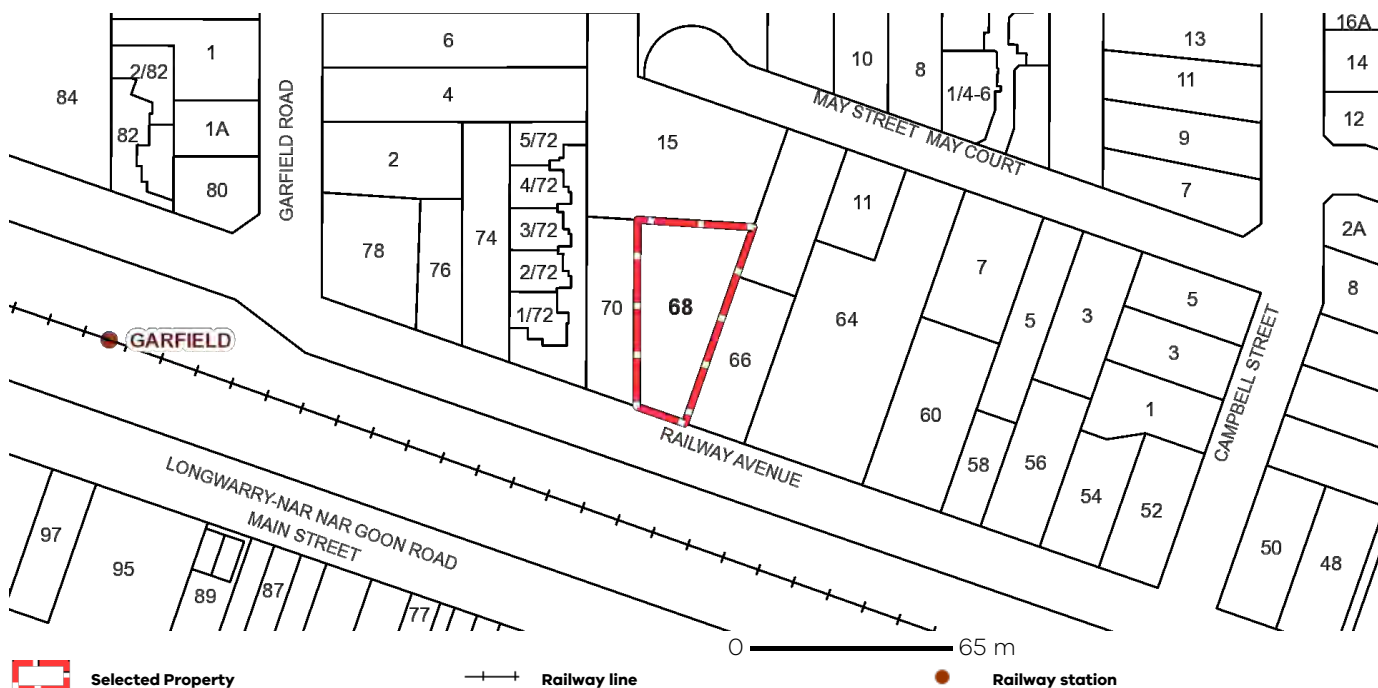
The Planning Property Report for this property can found here - [Planning Property Report](#)

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>

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 16 July 2024 01:17 PM

PROPERTY DETAILS

Address: **66 RAILWAY AVENUE GARFIELD 3814**
Lot and Plan Number: **Lot 2 PS331430**
Standard Parcel Identifier (SPI): **2\PS331430**
Local Government Area (Council): **CARDINIA**
Council Property Number: **4714607001**
Planning Scheme: **Cardinia**
Directory Reference: **Vicroads 718 H3**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

OTHER

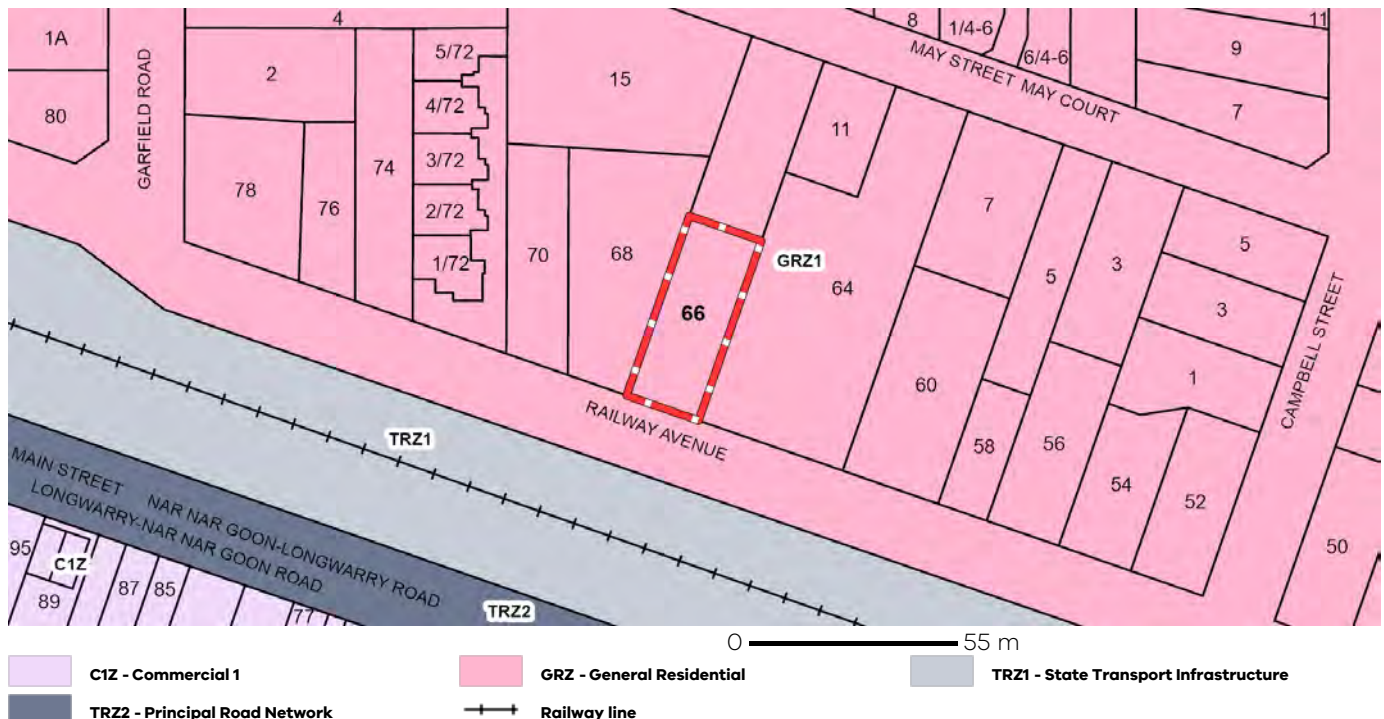
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlay

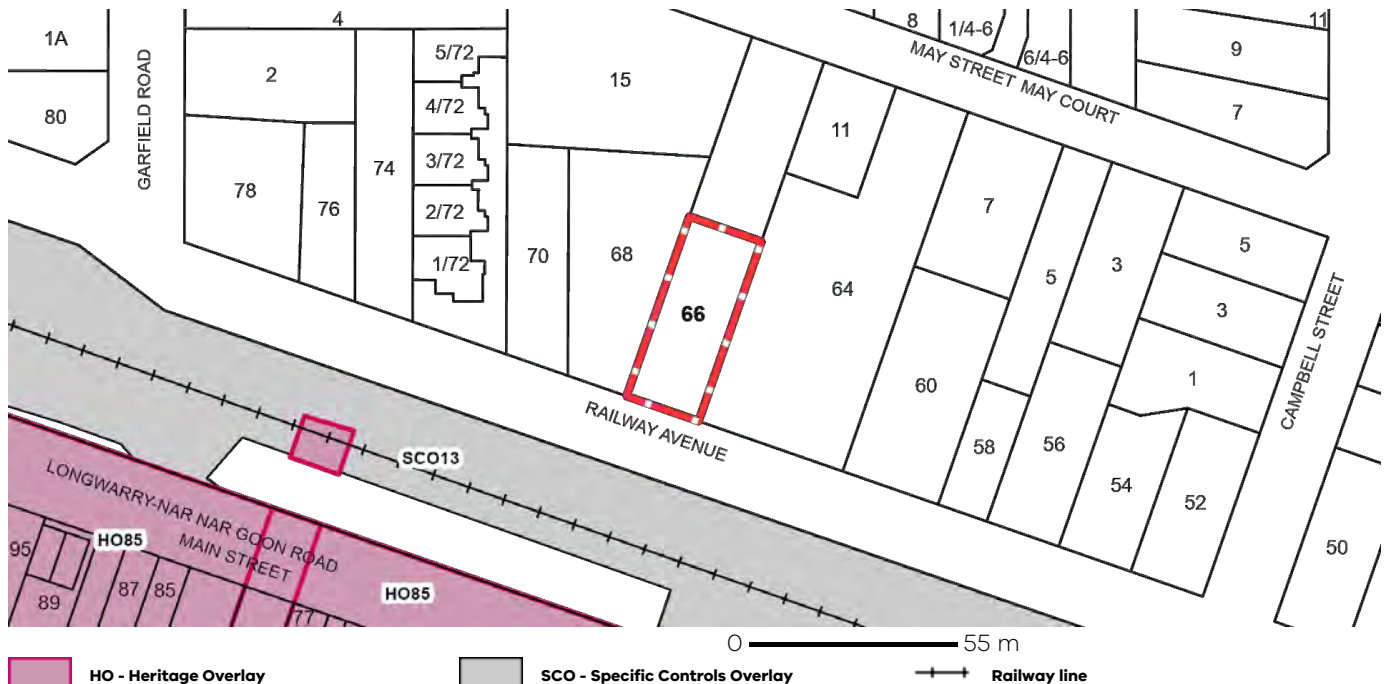
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



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 26 June 2024.

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>

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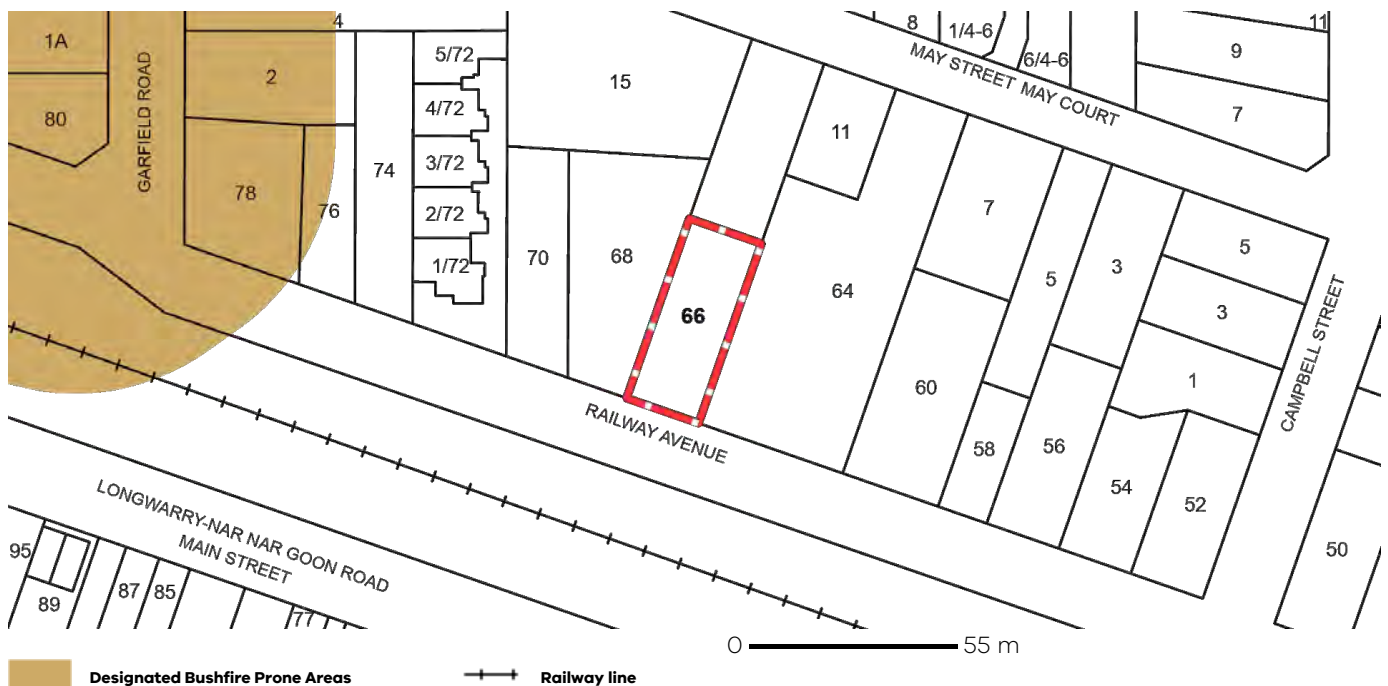
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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Native Vegetation

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

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 16 July 2024 01:16 PM

PROPERTY DETAILS

Address: **66 RAILWAY AVENUE GARFIELD 3814**
Lot and Plan Number: **Lot 2 PS331430**
Standard Parcel Identifier (SPI): **2\PS331430**
Local Government Area (Council): **CARDINIA**
Council Property Number: **4714607001**
Directory Reference: **Vicroads 718 H3**

www.cardinia.vic.gov.au

SITE DIMENSIONS

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



Area: 1012 sq. m

Perimeter: 141 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**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

PLANNING INFORMATION

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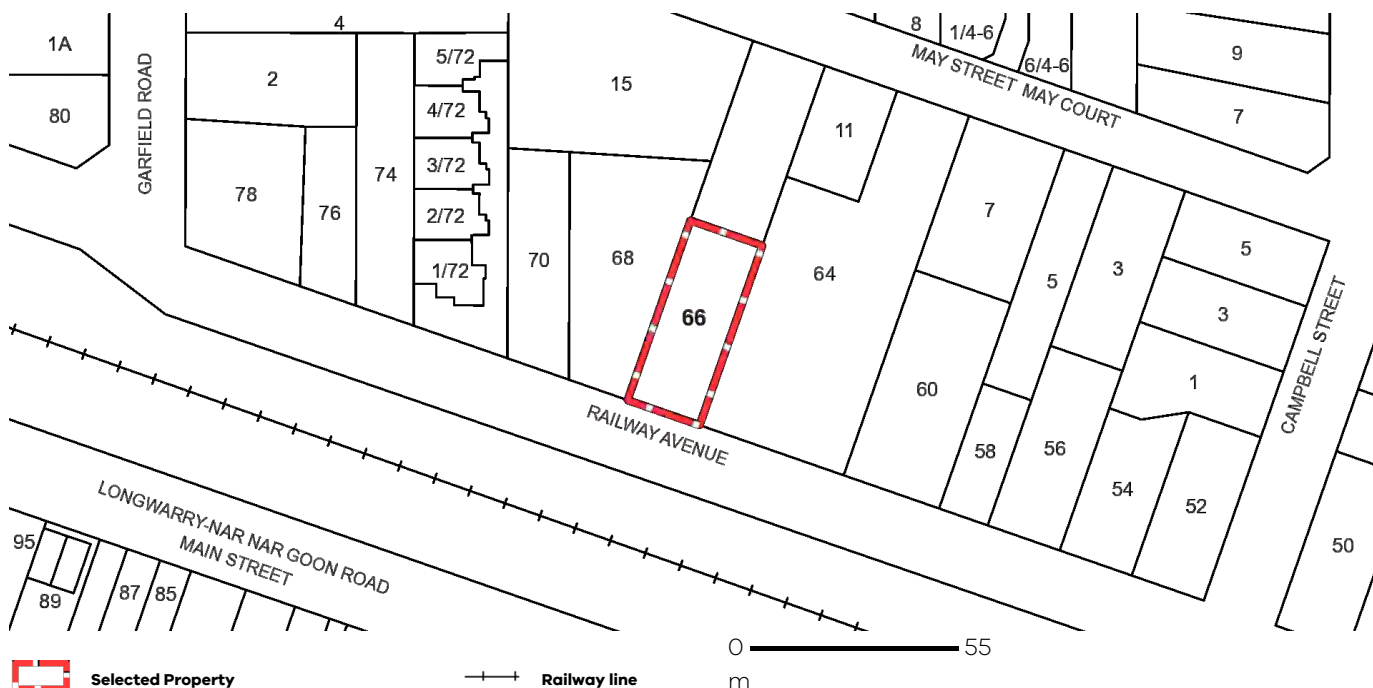
The Planning Property Report for this property can found here - [Planning Property Report](#)

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>

Area Map



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 16 July 2024 01:19 PM

PROPERTY DETAILS

Address: **15 MAY COURT GARFIELD 3814**
Lot and Plan Number: **Lot 2 PS621751**
Standard Parcel Identifier (SPI): **2\PS621751**
Local Government Area (Council): **CARDINIA**
Council Property Number: **5000007101**
Planning Scheme: **Cardinia**
Directory Reference: **Vicroads 718 H3**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

OTHER

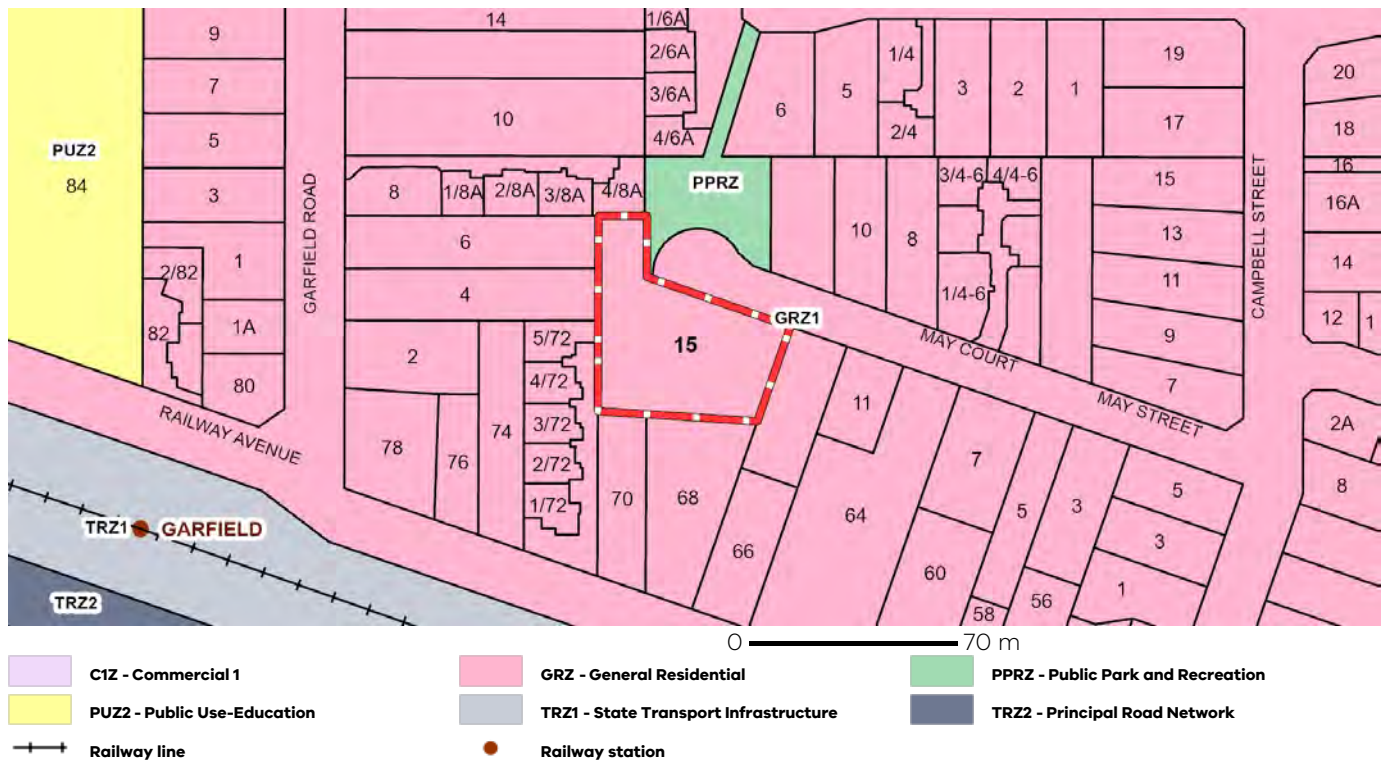
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

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PLANNING PROPERTY REPORT: 15 MAY COURT GARFIELD 3814

Page 1 of 3

Planning Overlay

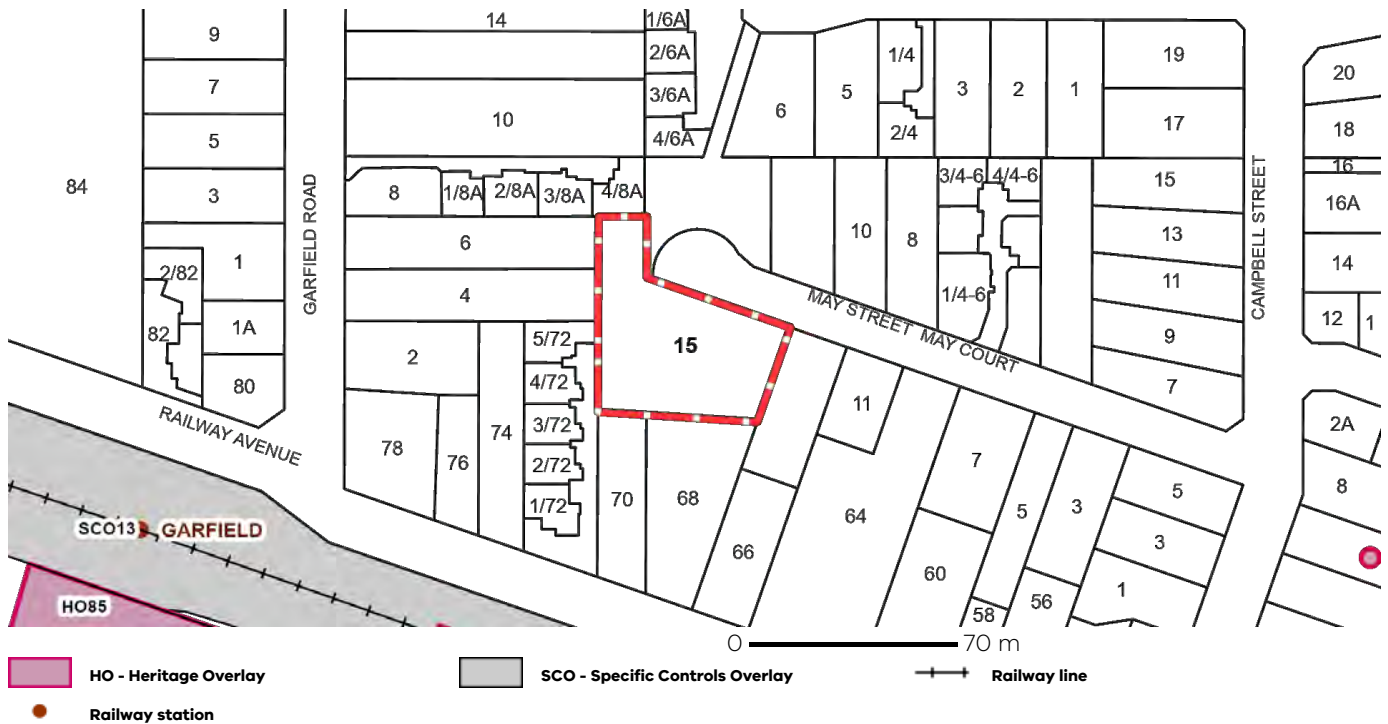
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



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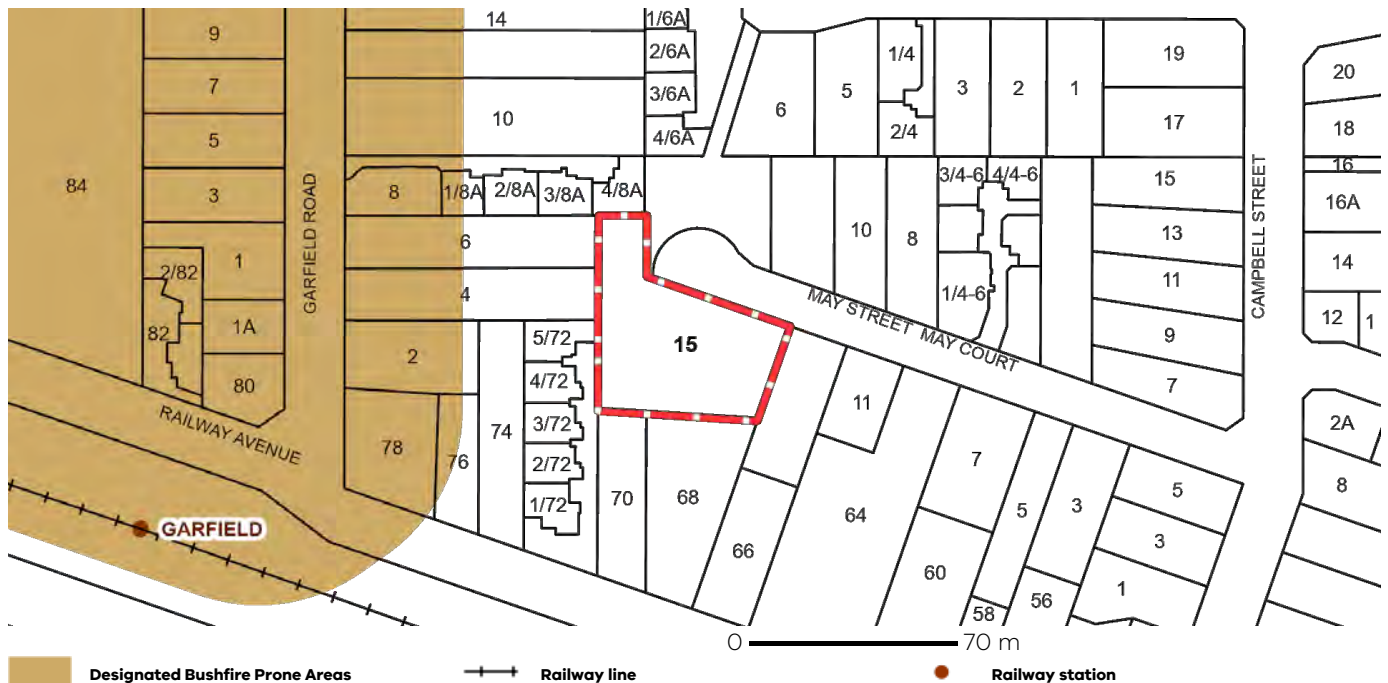
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Designated Bushfire Prone Areas

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PROPERTY REPORT

From www.land.vic.gov.au at 16 July 2024 01:18 PM

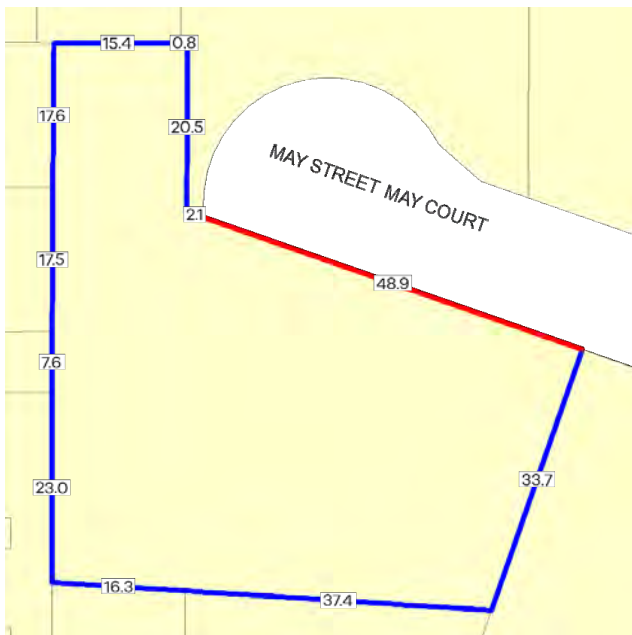
PROPERTY DETAILS

Address: **15 MAY COURT GARFIELD 3814**
Lot and Plan Number: **Lot 2 PS621751**
Standard Parcel Identifier (SPI): **2\PS621751**
Local Government Area (Council): **CARDINIA**
Council Property Number: **5000007101**
Directory Reference: **Vicroads 718 H3**

www.cardinia.vic.gov.au

SITE DIMENSIONS

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



Area: 2800 sq. m

Perimeter: 241 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**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

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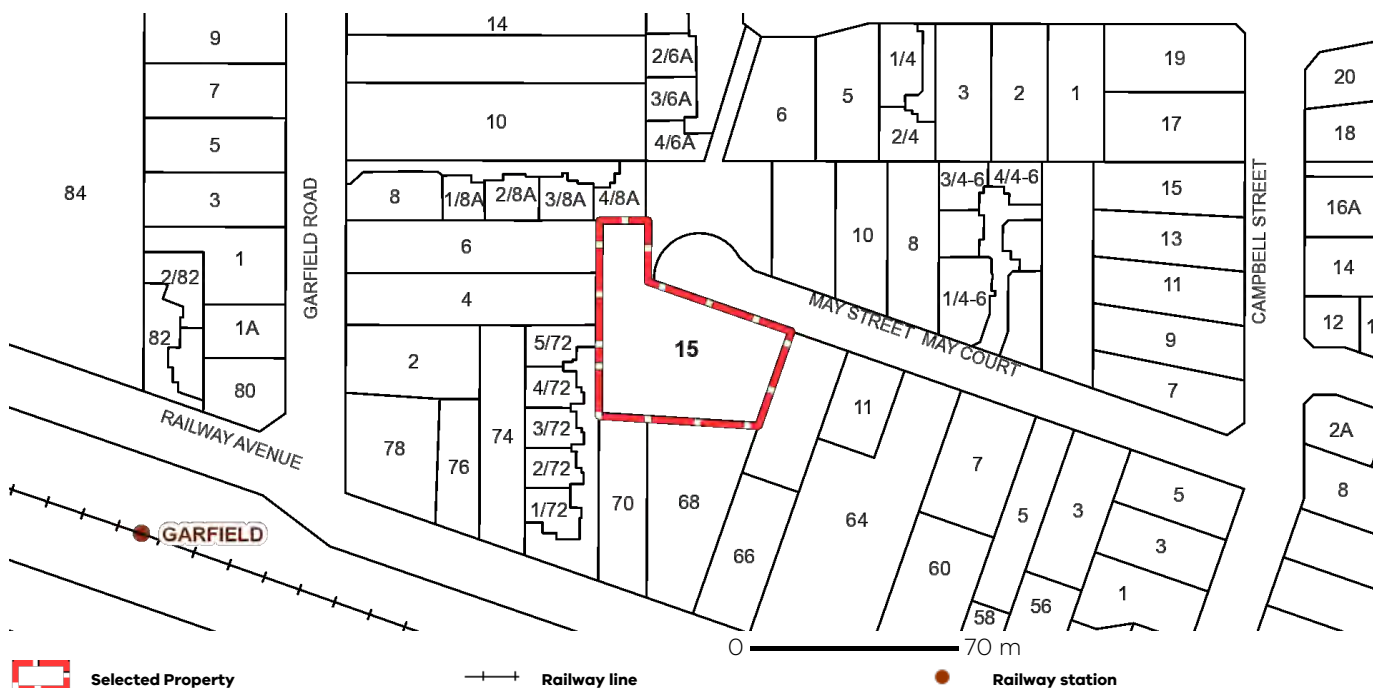
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Planning Property Reports can be found via these two links

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

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

Area Map



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 16 July 2024 01:29 PM

PROPERTY DETAILS

Lot and Plan Number: **Lot 1 PS331430**
Address: **MAY COURT GARFIELD 3814**
Standard Parcel Identifier (SPI): **1\PS331430**
Local Government Area (Council): **CARDINIA**
Council Property Number: **4545450600**
Planning Scheme: **Cardinia**
Directory Reference: **Vicroads 718 H3**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

OTHER

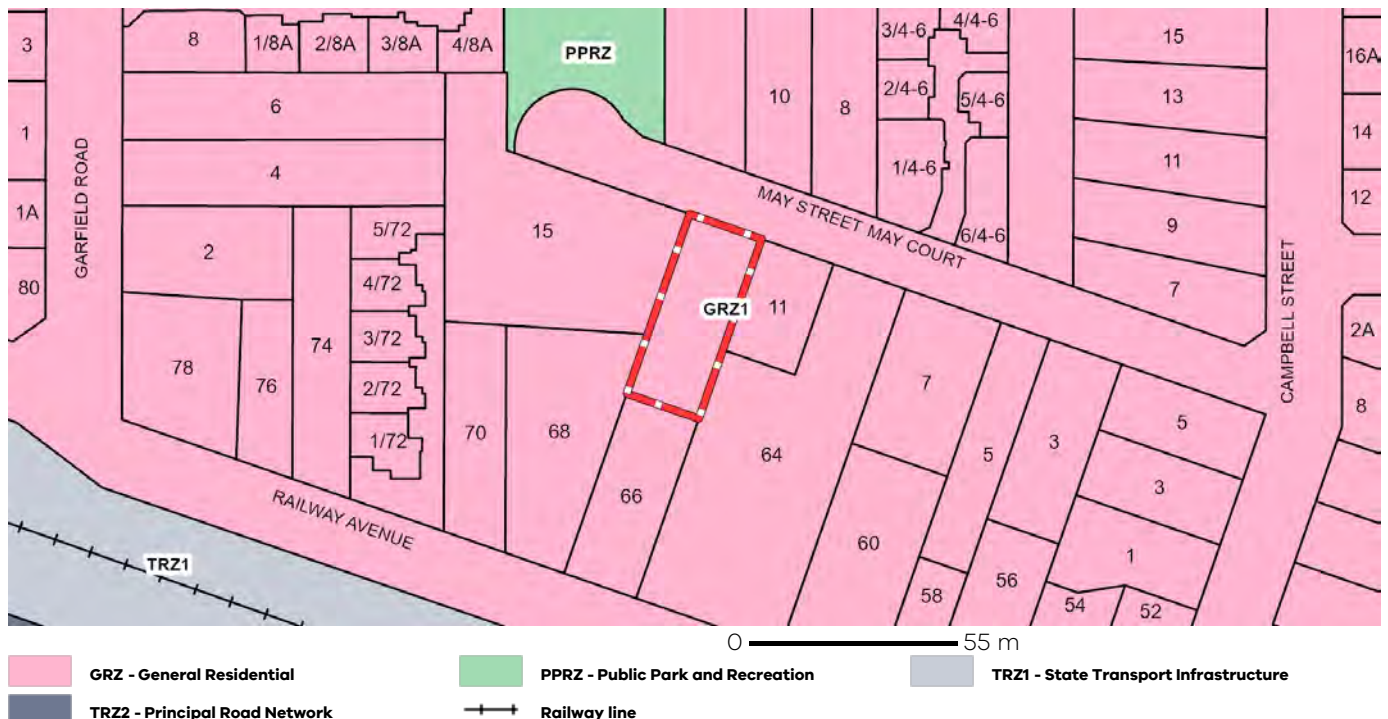
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlay

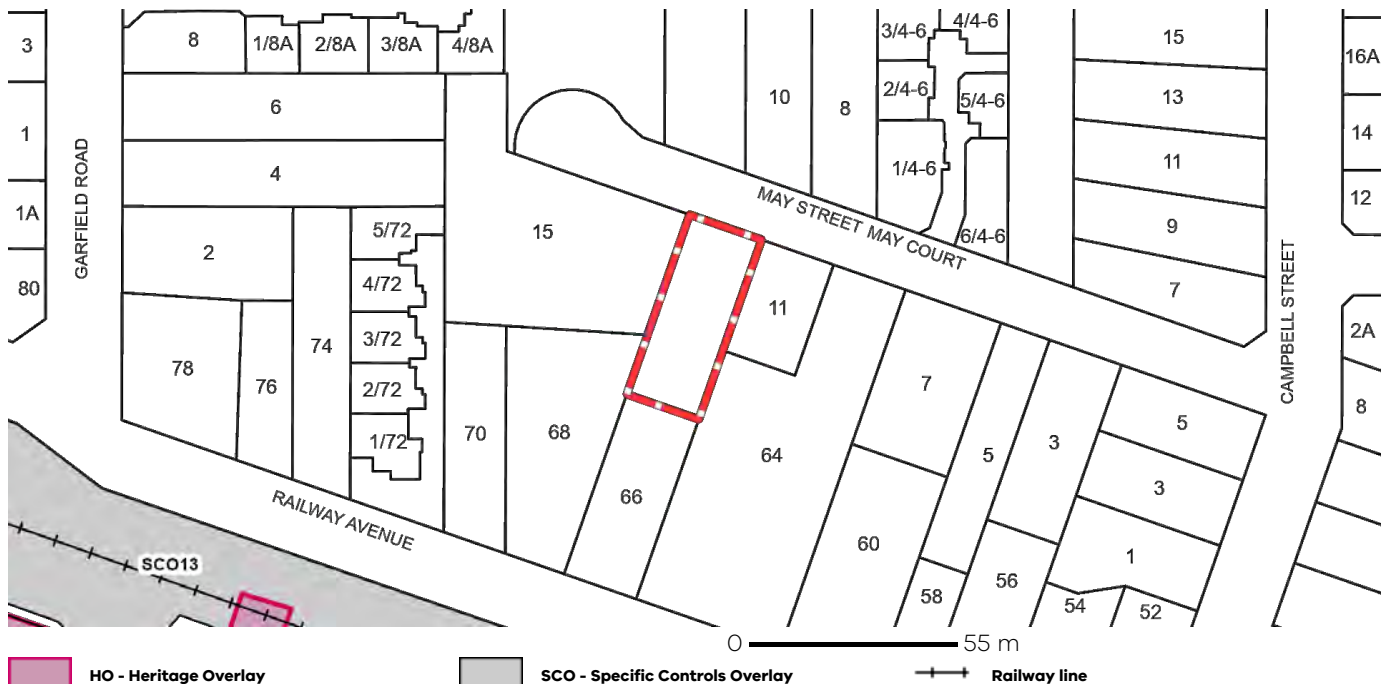
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



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 26 June 2024.

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

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

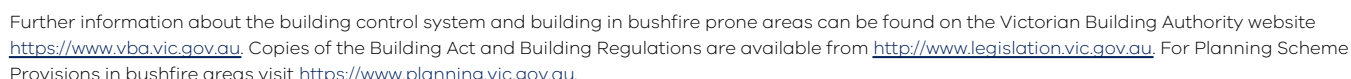
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

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

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



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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 16 July 2024 01:28 PM

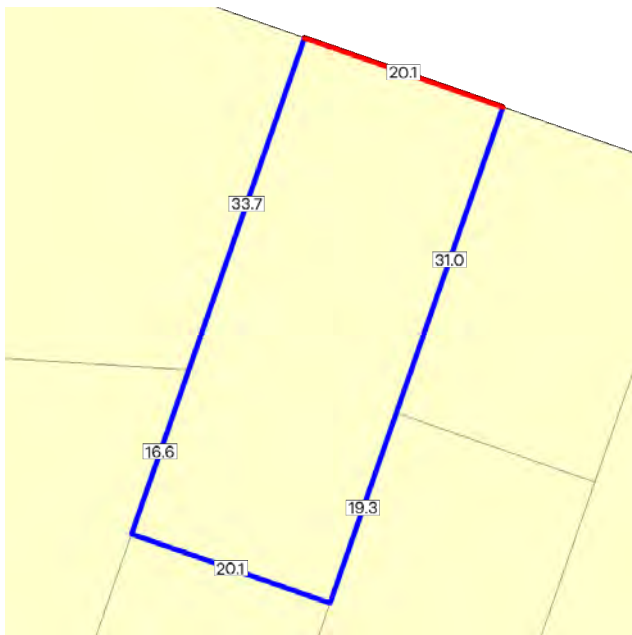
PROPERTY DETAILS

Lot and Plan Number: **Lot 1 PS331430**
Address: **MAY COURT GARFIELD 3814**
Standard Parcel Identifier (SPI): **1\PS331430**
Local Government Area (Council): **CARDINIA**
Council Property Number: **4545450600**
Directory Reference: **Vicroads 718 H3**

www.cardinia.vic.gov.au

SITE DIMENSIONS

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



Area: 1012 sq. m

Perimeter: 141 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**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

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.

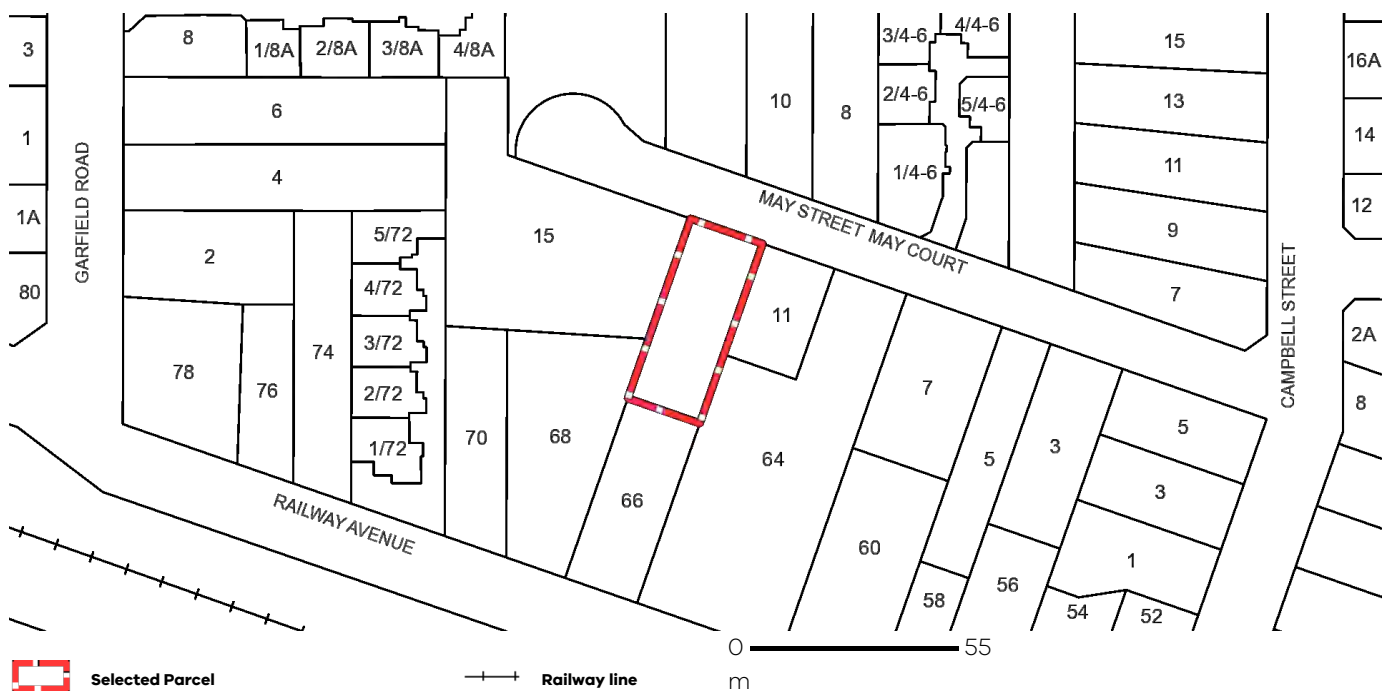
The Planning Property Report for this parcel can found here - [Planning Property Report](#)

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>

Area Map



APPENDIX 2

Cardinia Shire Economic Profile

<https://economy.id.com.au/cardinia>

Cardinia Shire Community Profile

<https://profile.id.com.au/cardinia/>

Cardinia Shire Population Forecast

<https://forecast.id.com.au/cardinia/>

CONTRACT FOR SALE OF LAND

66 Railway Ave, Garfield

Vendor: Lorraine Elizabeth Heywood



150 Sydney Road (PO Box 232)
Brunswick, Victoria 3056
DX 95615, Brunswick
t 9387 8022 | f 03 9387 5604

Ref: 2024066

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

66 Railway Ave, Garfield 3814

Vendor's name

Peter John Heywood as Attorney under Power for Lorraine Elizabeth Heywood pursuant to Enduring Power of Attorney dated 25 August 2007 which has not been revoked

Date

/ /

Vendor's signature

Purchaser's name

Date

/ /

Purchaser's signature

Purchaser's name

Date

/ /

Purchaser's signature

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents. AND, if applicable, the purchaser is to note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes (if applicable) laid outside registered easements.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

None to the vendor's knowledge, save as set out in the certificates attached hereto but otherwise none to the vendor's knowledge. BUT NOTE: The vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐
All services available but not connected.				

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

Title search
Copy of plan
Planning certificate
Council certificate
Water certificate
State revenue office certificate
Vicroads certificate
Building certificate
Vendor/supplier GST withholding notice
Bushfire certificate



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

Page 1 of 1

VOLUME 10466 FOLIO 216

Security no : 124117049574F
Produced 30/07/2024 10:39 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 331430C.
PARENT TITLE Volume 03351 Folio 161
Created by instrument PS331430C 06/09/1999

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LORRAINE ELIZABETH HEYWOOD of 68 RAILWAY AVENUE GARFIELD VIC 3814
AF631250R 06/02/2008

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS331430C 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: 66 RAILWAY AVENUE GARFIELD VIC 3814

ADMINISTRATIVE NOTICES

NIL

eCT Control 19645T RUSSO & RUSSO PTY LTD
Effective from 13/03/2024

DOCUMENT END

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	PS331430C
Number of Pages (excluding this cover sheet)	1
Document Assembled	30/07/2024 22:39

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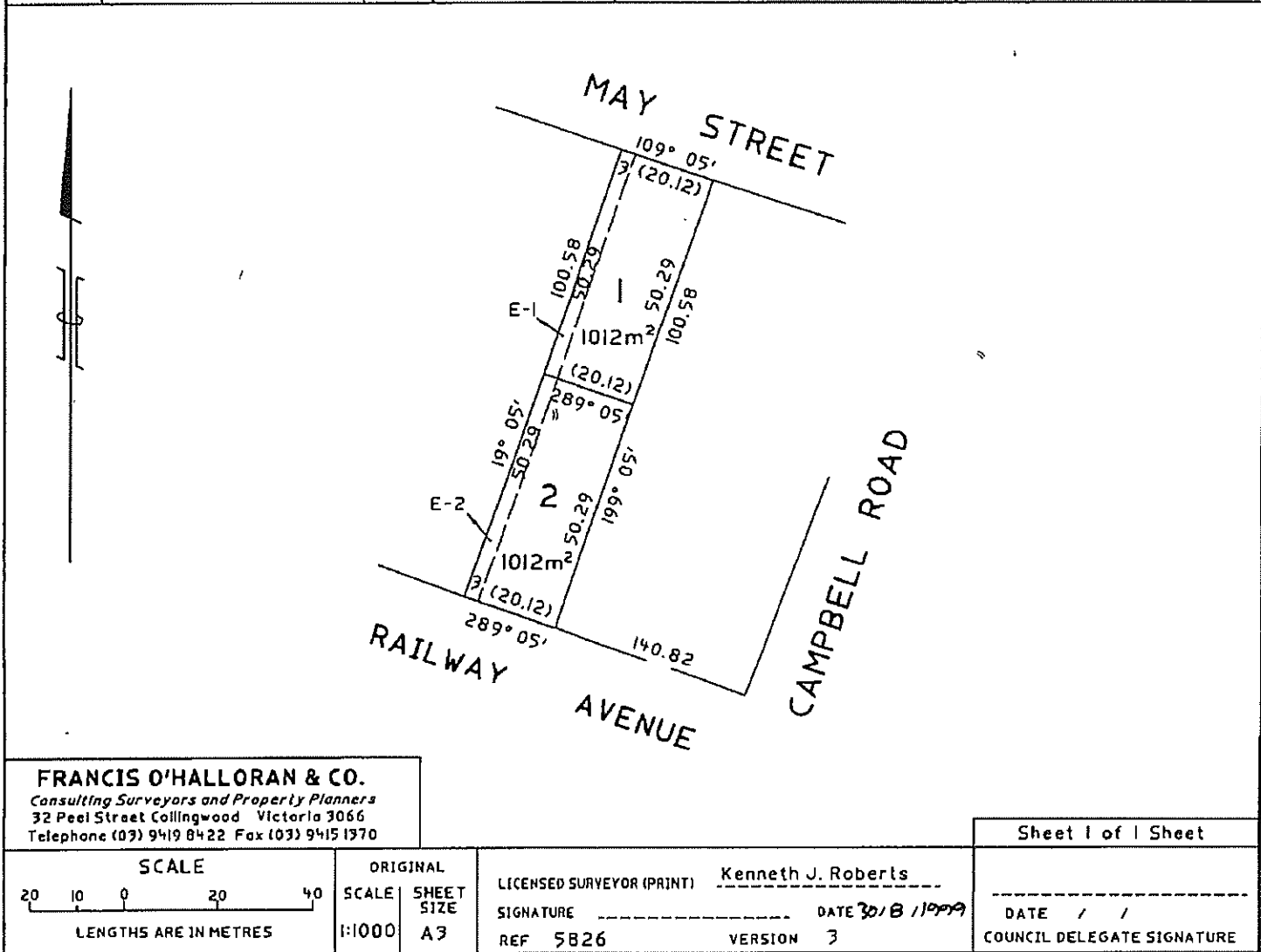
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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION	Stage No. <u> </u>	LTO use only EDITION	1	PS 331430C
----------------------------	--------------------------------	--------------------------------	----------	-------------------

Location of Land Parish: BUNYIP Township: _____ Section: _____ Crown Allotment: 21 (PART) Crown Portion: _____ LTO base record: CHART I Title References: VOLUME 3351 FOLIO 161 Last Plan Reference: LP 4761 (LOT 19) Postal Address: 66 RAILWAY AVENUE GARFIELD 3814 AMG Co-ordinates: E 983 500 (Of approx. centre of plan) N 5 783 000 Zone 55	Council Certification and Endorsement Council Name: <i>Cardinia Shire Council</i> Ref: 594/001 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 9 / 9 / 94 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. (iii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council seal Date <u>1 / 9 / 99</u> Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council seal Date <u>1 / 9 / 99</u>	LTO use only Statement of Compliance / Exemption Statement Received ☒ Date 6 / 9 / 99 LTO use only PLAN REGISTERED TIME 11.15 am DATE 6 / 9 / 99 Assistant Registrar of Titles
Notations		
Depth Limitation: Does not apply Staging: This is/is not a staged subdivision Planning Permit No. T 94/8 Survey: This plan is/is not based on survey. To be completed where applicable. This survey has been connected to permanent mark (s). In Proclaimed Survey Area no.		

Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	3	THIS PLAN	LAND IN THIS PLAN
E-1	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER LIMITED
E-2	DRAINAGE	3	THIS PLAN	LAND IN THIS PLAN
E-2	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER LIMITED
E-2	WATER	3	THIS PLAN	LOT 10N THIS PLAN



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1007272

APPLICANT'S NAME & ADDRESS

RUSSO & RUSSO C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

HEYWOOD, LORRAINE ELIZAB

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

4356

This certificate is issued for:

LOT 2 PLAN PS331430 ALSO KNOWN AS 66 RAILWAY AVENUE GARFIELD
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

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

25 February 2024

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.

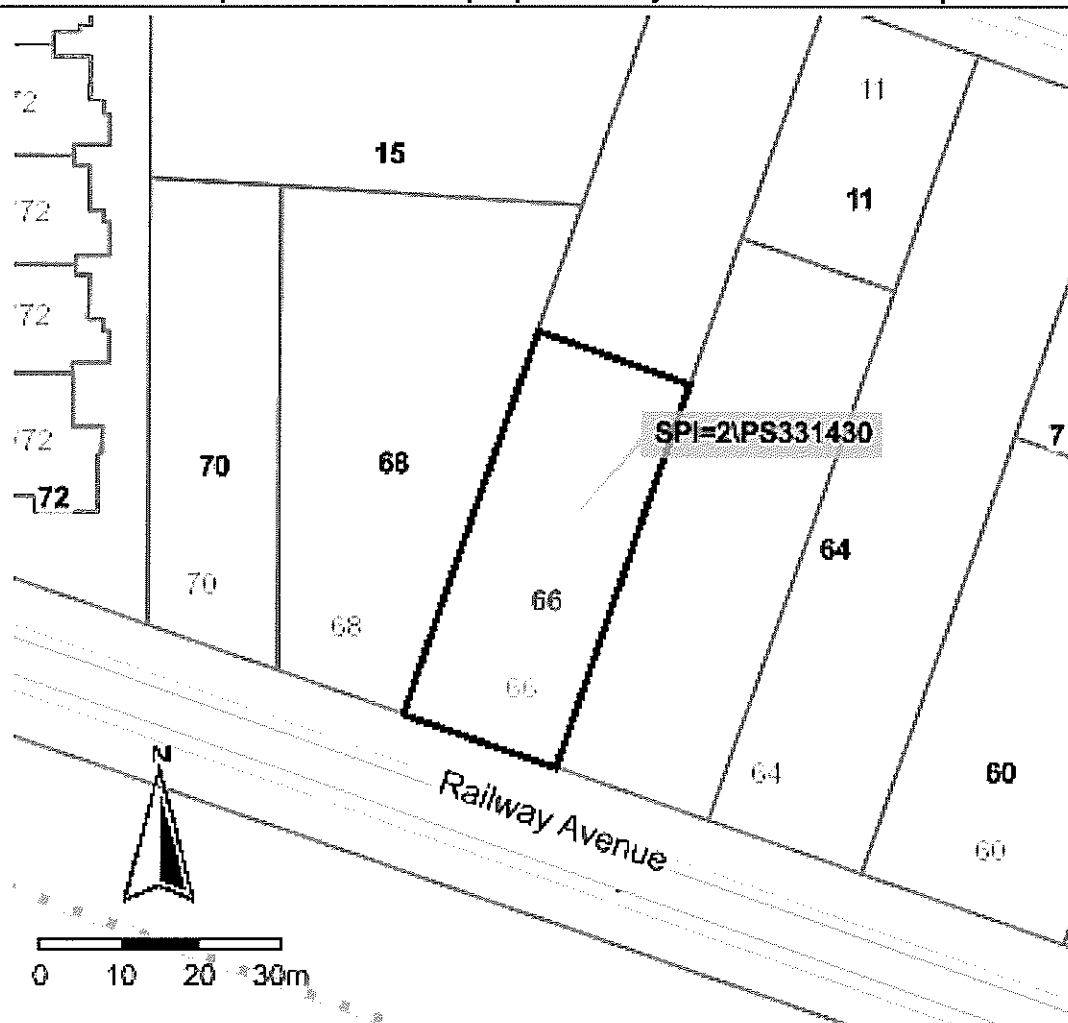
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.



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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.

LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021



Russo & Russo C/InfoTrack (Leap) c/LANDATA
DX 250639
Melbourne Vic 3001

CERTIFICATE NO: 80701
APPLICANT REFERENCE: 73716984-013-9
DATE: 31/07/2024

This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 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 Council or the relevant Authority.
A fee may be charged for such information.

ASSESSMENT NO: 4714607001
PROPERTY LOCATION: 66 Railway Ave
Garfield 3814
TITLE DETAILS: L2 PS331430 V10466 F216

VALUATIONS
SITE VALUE: 430000
CAPITAL IMPROVED VALUE: 430000
NET ANNUAL VALUE: 21500
LEVEL OF VALUE DATE: 01/01/24
OPERATIVE DATE: 01/07/24

PROPERTY RATES & CHARGES

Rates and charges for the financial year ending 30 June 2025

<u>RATES & CHARGES</u>	LEVIED	BALANCE
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$904.76	\$904.76
INTEREST		\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$169.41	\$169.41
GARBAGE	\$0.00	\$0.00
GREEN WASTE LEVY	\$0.00	\$0.00

SPECIAL RATES / SPECIAL CHARGES

SCHEME NAME	ESTIMATED AMOUNT	PRINCIPAL BALANCE	INTEREST BALANCE
		\$0.00	\$0.00
		TOTAL SCHEME BALANCE	\$0.00

OPEN SPACE CONTRIBUTION

TOTAL OUTSTANDING **\$1,074.17**



Bill code: 858944
Reference: 47146070017

**LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021**

66 Railway Ave
Garfield
L2 PS331430 V10466 F216

NOTICES AND ORDERS

Other Notices or Orders on the land that have been served by Council under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

OPEN SPACE CONTRIBUTION

Any outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958:

FLOOD LEVEL

A flood level has not been designated under the Building Regulations 1994.
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

POTENTIAL LIABILITIES

Notices and Orders issued as described above:

Other:

ADDITIONAL INFORMATION

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

I acknowledge having received the sum of \$29.70 being the fee for this certificate.

Delegated Officer:



**CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.
PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.**



Russo & Russo C/- InfoTrack (LEAP)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 2 66 RAILWAY AVENUE
GARFIELD 3814
2 PS 331430

REFERENCE NO	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62E//19717/56	LANDATA CER 73716984-024-5	30 JULY 2024	47212724

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Melbourne Water Corporation Total Service Charges	01/07/2024 to 30/09/2024	\$45.85
--	---------------------------------	----------------

(b) By South East Water

Subtotal Service Charges	\$45.85
---------------------------------	----------------

TOTAL UNPAID BALANCE	\$45.85
-----------------------------	----------------

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#!/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from South East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications

PO Box 2268, Seaford, VIC 3198



ASSET INFORMATION - SEWER & DRAINAGE

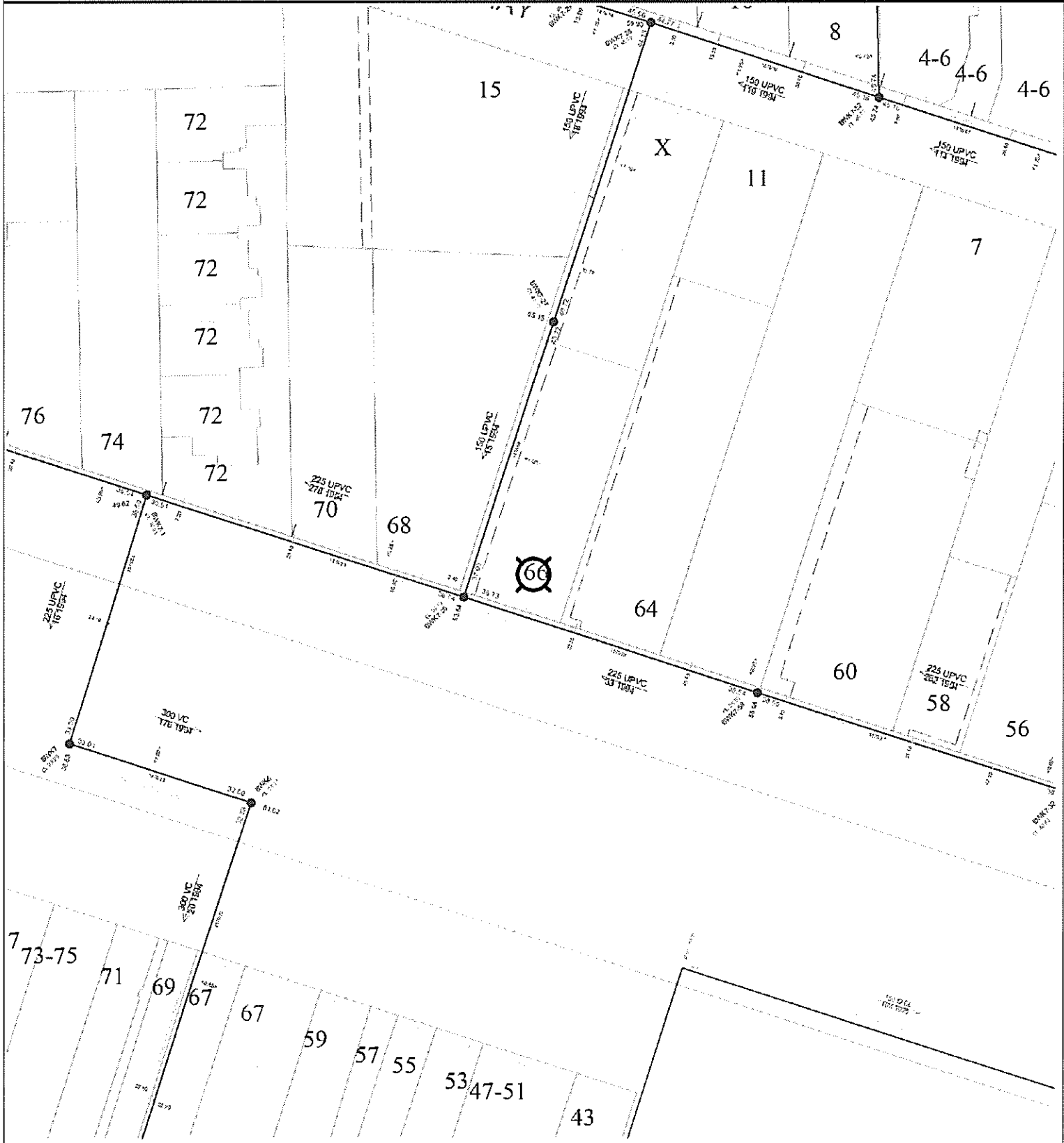


Property: Lot 2 66 RAILWAY AVENUE GARFIELD 3814

Case Number: 47212724



Date: 30JULY2024



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft
Easement	Direction of Flow	Offset from Boundary

Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway



ASSET INFORMATION - WATER

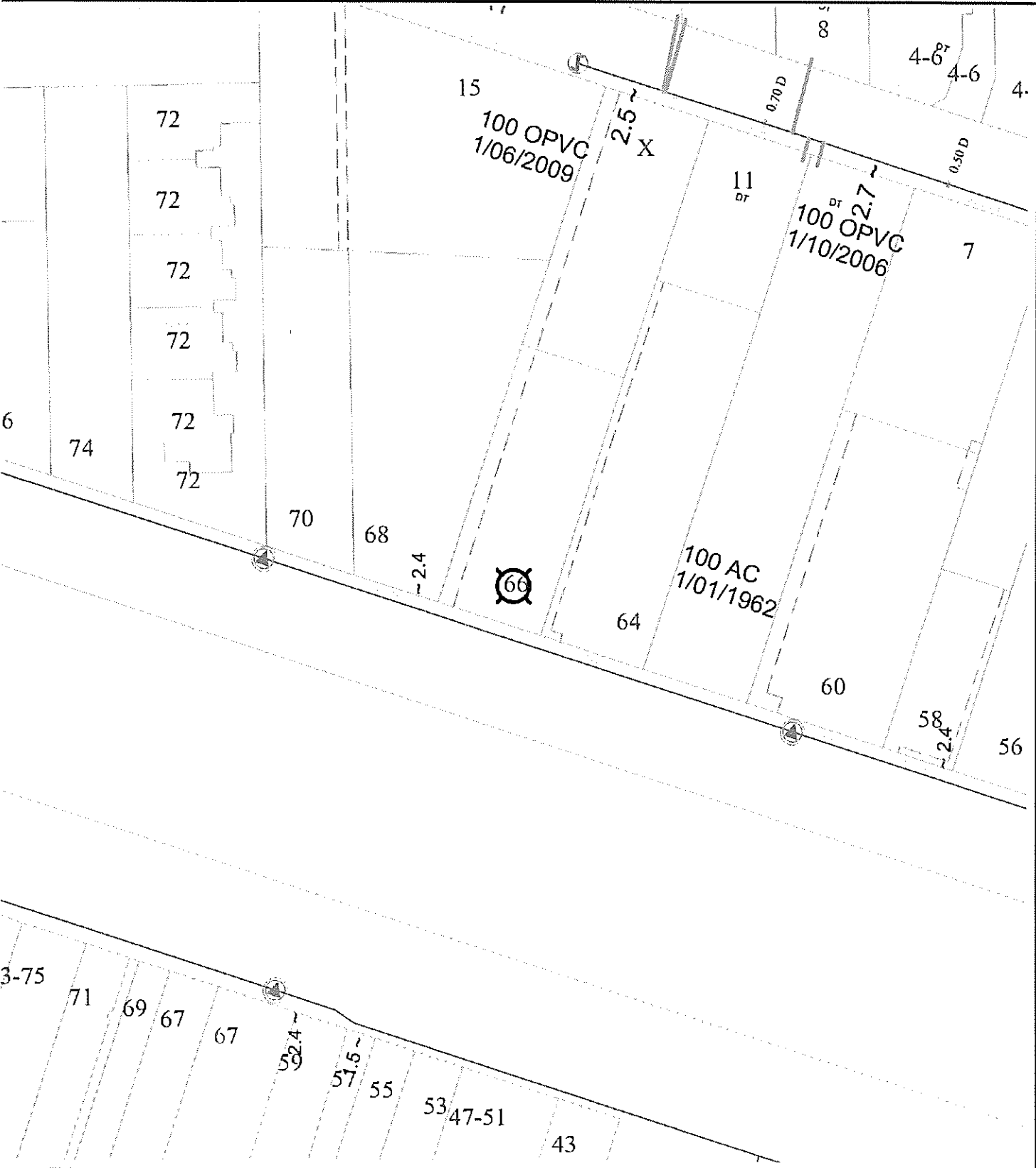


Property: Lot 2 66 RAILWAY AVENUE GARFIELD 3814



Case Number: 47212724

Date: 30JULY2024



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND					
	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Water Main Valve		Fireplug/Washout
	Easement		Water Main & Services		Offset from Boundary
				~ 1.0	



ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

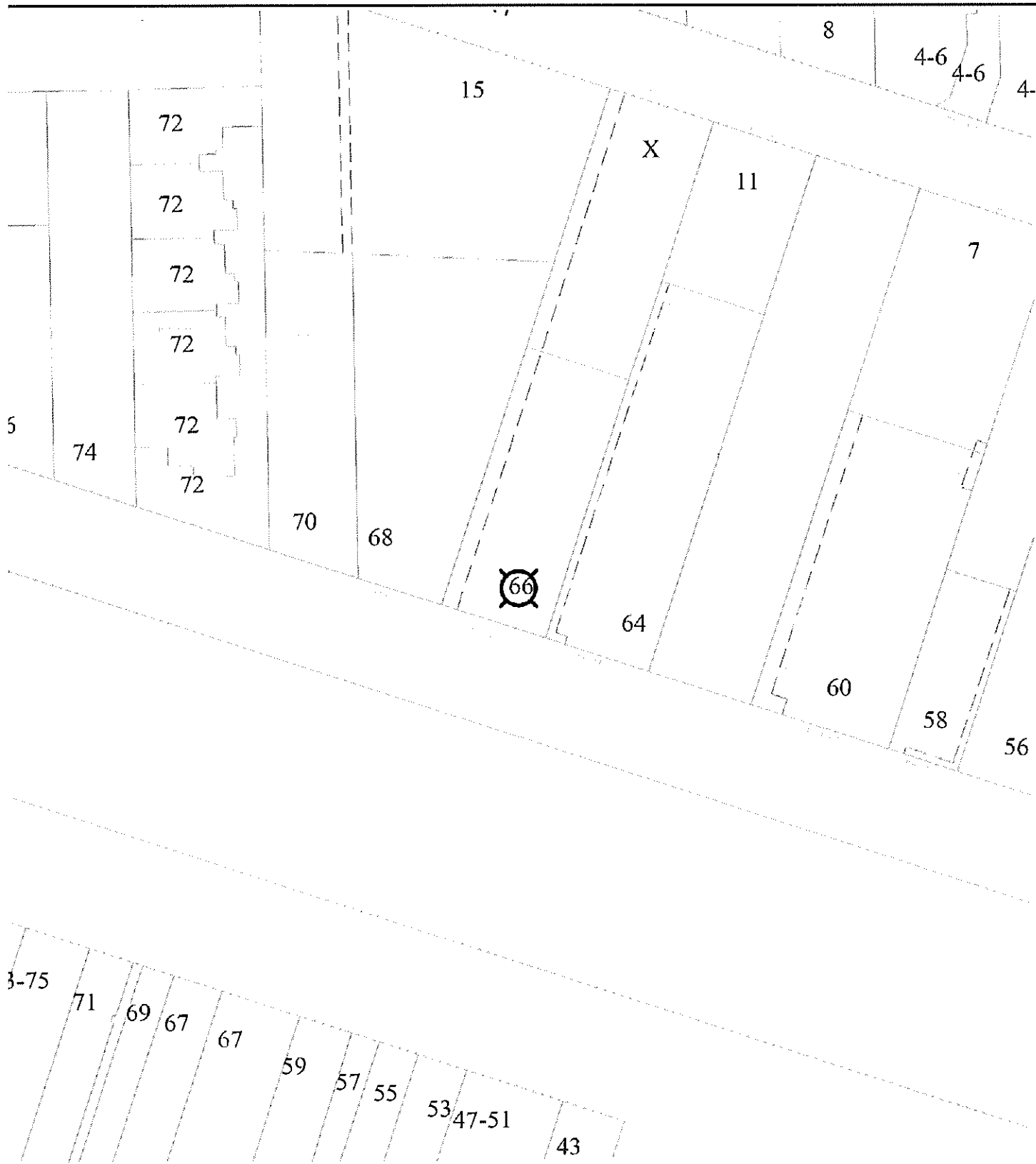
Property: Lot 2 66 RAILWAY AVENUE GARFIELD 3814



Case Number: 47212724



Date: 30JULY2024



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LEGEND

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Recycled Water Main Valve	Fireplug/Washout
Easement	Recycled Water Main & Services	~ 1.0 Offset from Boundary

Property Clearance Certificate

Land Tax



INFOTRACK / RUSSO & RUSSO

Your Reference:

2024066

Certificate No:

71778539

Issue Date:

26 FEB 2024

Enquiries:

ESYSPROD

Land Address: 66 RAILWAY AVENUE GARFIELD VIC 3814

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27446164	2	331430	10466	216	\$2,578.05

Vendor: LORRAINE ELIZAB HEYWOOD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS LORRAINE ELIZABETH HEYWOOD	2024	\$440,000	\$2,578.05	\$0.00	\$2,578.05

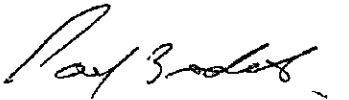
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.



Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$440,000
SITE VALUE:	\$440,000
CURRENT LAND TAX CHARGE:	\$2,578.05



Notes to Certificate - Land Tax

Certificate No: 71778539

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,770.00

Taxable Value = \$440,000

Calculated as \$1,350 plus (\$440,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 71778539

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 71778539

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / RUSSO & RUSSO

Your Reference: 2024066

Certificate No: 71778539

Issue Date: 26 FEB 2024

Land Address: 66 RAILWAY AVENUE GARFIELD VIC 3814

Lot	Plan	Volume	Folio
2	331430	10466	216

Vendor: LORRAINE ELIZAB HEYWOOD

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick

Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 71778539

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 71778534

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 71778534

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Russo & Russo C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4356

NO PROPOSALS. As at the 25th February 2024, 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®.

66 RAILWAY AVENUE, GARFIELD 3814
SHIRE OF CARDINIA

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: 25th February 2024

Telephone enquiries regarding content of certificate: 13 11 71

PLANNING PROPERTY REPORT



VICTORIA
State
Government

Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 25 February 2024 10:25 PM

PROPERTY DETAILS

Address: **66 RAILWAY AVENUE GARFIELD 3814**
Lot and Plan Number: **Lot 2 PS331430**
Standard Parcel Identifier (SPI): **2\PS331430**
Local Government Area (Council): **CARDINIA**
Council Property Number: **4714607001**
Planning Scheme: **Cardinia**
Directory Reference: **Vicroads 718 H3**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



C1Z - Commercial 1 **GRZ - General Residential** **TRZ1 - State Transport Infrastructure**
TRZ2 - Principal Road Network **→→ Railway line**

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

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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlay

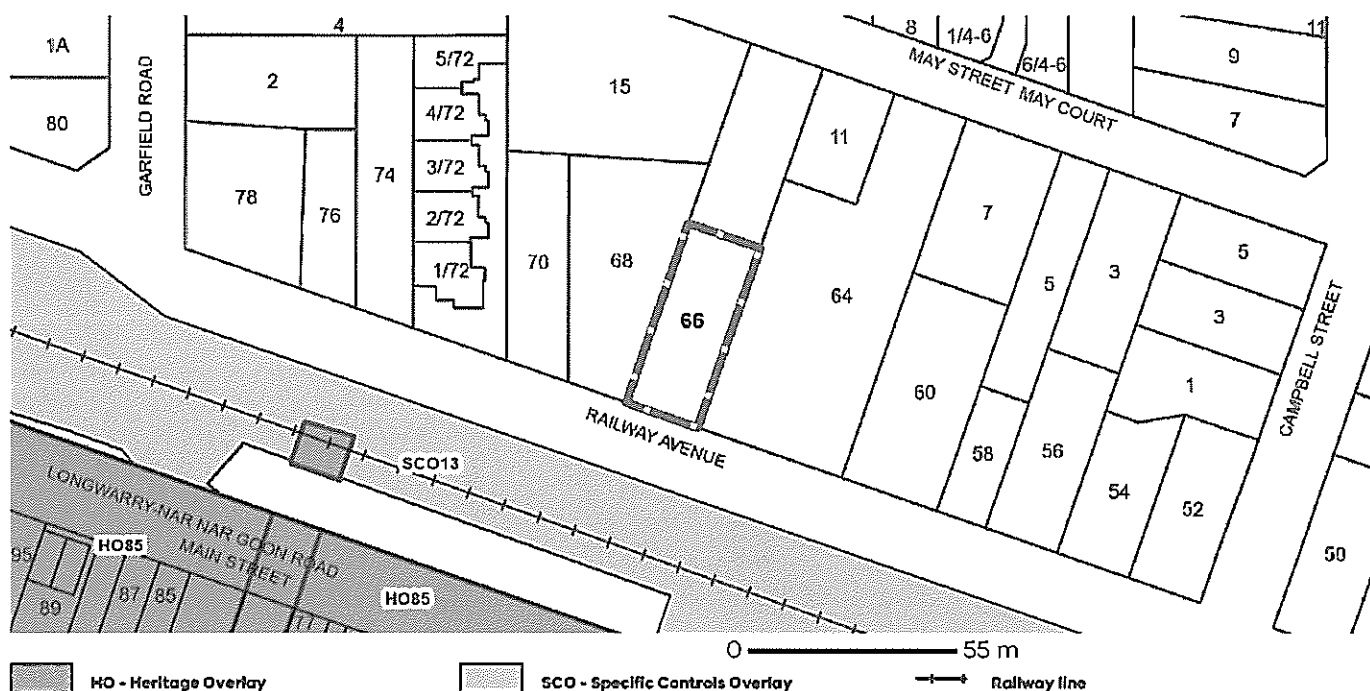
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIFIC CONTROLS OVERLAY (SCO)



Further Planning Information

Planning scheme data last updated on 7 December 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

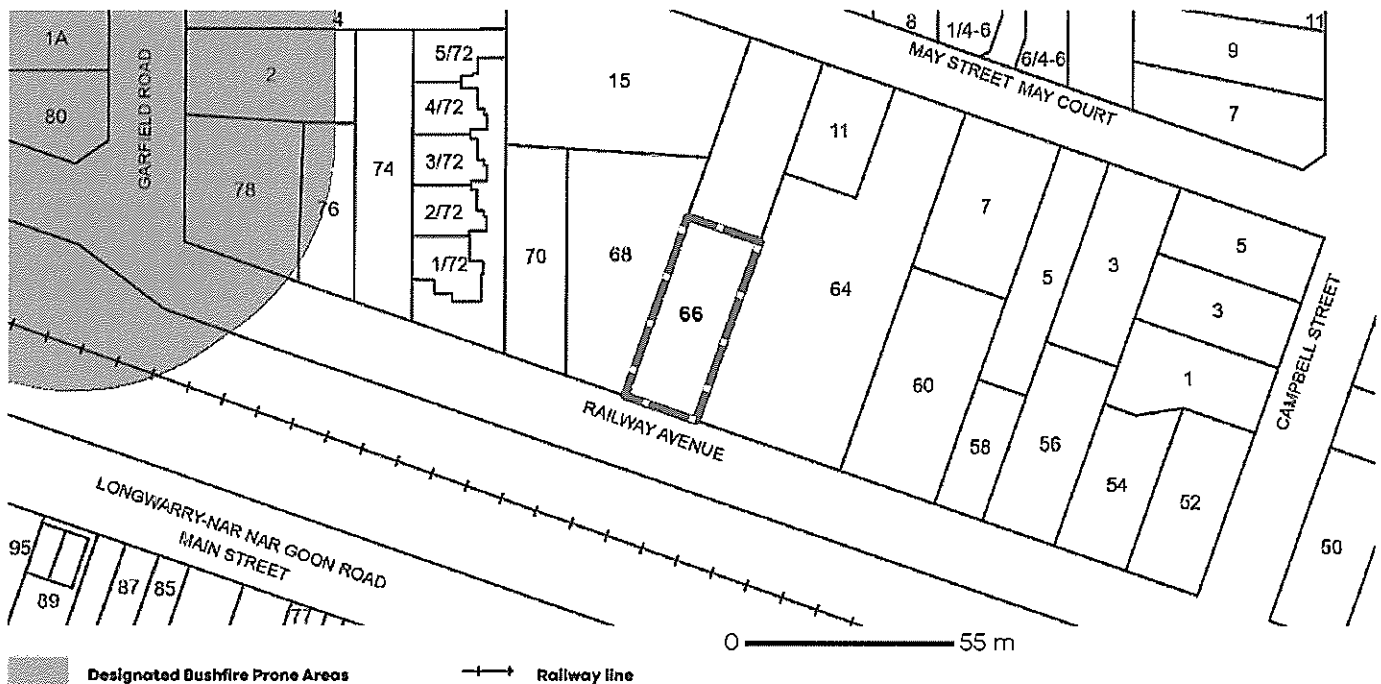
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY INFORMATION CERTIFICATE
Building Regulations 2018
Regulation 51(1)



27 February 2024

Property number: 4714607001
Your reference: 71952484-015-2
Receipt number: -

Russo & Russo C/- InfoTrack (LEAP) c/o LANDATA

Land (property) Address: Lot 2 (66) Railway Ave, Garfield VIC 3814

Regulation 51(1)

Building Permits or certificates of final inspection issued by the relevant Building Surveyor for the construction on the property during the last 10 years are as follows:

Permit No:	Permit Issue Date:	Final Certificate Date:
Details of Build:		
Building Surveyor:		

Please note that Council is unaware of any current statement(s) issued under the Building Act 1993 and Building Regulations 2018 Notices or Orders currently against the property.

Outstanding building related orders or Notices pertaining to the Building Act 1993: -

Type	Issue Date	Details

Residential Notes:

- As of 1 December 2019, all pools and spas must be registered with Council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.
- The Building Regulations also require working Smoke Alarms to be installed within all residential buildings. Fines or prosecution may result if these legal requirements are not satisfied.
- As of the 11 March 2009 all building works for Class1, Class 2, Class 3 and associated 10a buildings must comply with the Bushfire protection requirements of the Building Code of Australia as required by the Bushfire construction Regulations 2018.

Note: This summary is an extract of Council's records only made at the date the information is provided. The information provided does not guarantee the status of the building. An inspection has not been specifically conducted because of your enquiry. The reply provided has been prepared as accurately as possible as at the date of the reply, from information currently available to Council. Council accepts no liability for any omissions or errors contained in the information supplied. Where any doubt or concern is raised professional advice should be sought.

Yours sincerely,

Lisa Fuss - Administration Officer Regulatory Services

SECTION 111 CERTIFICATE

I, EDWARD ARTHUR NEWMAN, Solicitor of 14 Archer Road Garfield in the State of Victoria DO HEREBY CERTIFY that the within writing is a true and complete copy of the original Enduring Power of Attorney (Financial) .
DATED this 27th day of August 2007

E. A. NEWMAN

FORM 1

EDWARD ARTHUR NEWMAN

14 Archer Road, Garfield 3814

An Australian legal practitioner within the meaning of the Legal Profession Act 2004

ENDURING POWER OF ATTORNEY (FINANCIAL)

This Enduring Power of Attorney is made on the 25th day of August 2007

1. I, LORRAINE ELIZABETH HEYWOOD Widow of 68 Railway Avenue Garfield in the State of Victoria HEREBY APPOINT my daughter JANET CHRISTINE WHITE Registered Nurse of 345 Shepparton-Euroa Road Kialla East and my son PETER JOHN HEYWOOD Manufacturer of 26 Clearview Court Garfield in the said State to be my attorneys jointly and severally. *L. E. Heywood*
 2. I authorize my joint and severally attorneys to do on my behalf any thing I may lawfully authorize my attorneys to do.
 3. The authority of my attorneys is not subject to any condition or limitation or instruction.
 4. I declare that this power of attorney commences immediately.
 5. I declare that this power of attorney will continue to operate and have full force and effect even if I subsequently become legally incapable.
 6. I declare that all previous enduring powers of attorney signed by me are hereby revoked.
- SIGNED by the said LORRAINE ELIZABETH HEYWOOD

L. E. Heywood

CERTIFICATE OF WITNESSES

We, EDWARD ARTHUR NEWMAN Solicitor and GWENETH ROSEMARY NEWMAN both of 14 Archer Road Garfield in the said State
DO HEREBY CERTIFY –

- (a) THAT the donor has signed this enduring power of attorney freely and voluntarily in our presence, and
- (b) THAT at the time of signing the donor appeared to each of us to have the capacity necessary to make the enduring power of attorney.

Edward Arthur Newman (Edward Arthur Newman)

Gweneth Rosemary Newman (Gweneth Rosemary Newman)

STATEMENT OF ACCEPTANCE

I, JANET CHRISTINE WHITE and I, PETER JOHN HEYWOOD as above in the said State on the 25th day of August 2007 accept appointment as attorney under this enduring power of attorney and I undertake

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor, and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests, and
- (c) to exercise the powers conferred in accordance with Part X1A of the Instruments Act 1958.

Janet Christine White (JANET CHRISTINE WHITE)

Peter Heywood (PETER JOHN HEYWOOD)

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

Purchaser/recipient:

Property address: 66 Railway Ave, Garfield

Lot no.: 2 Plan of subdivision: PS 331430C

[Cross out whichever is not applicable]

The Purchaser/recipient 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.

OR

The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) as follows in relation to the supply of the above property:

Withholding amount: \$ _____

The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: _____

Vendor/supplier ABN: _____

From: Vendor/supplier: Lorraine Elizabeth Heywood

Dated: 5/08/2024

Signed by or on behalf of the vendor/supplier: *Leah Manion*

Notes - not part of notice

1. When using the Law Institute of Victoria 'GST withholding' special condition note the requirement in 15B.8 to give the notice at least 14 days before the due date for settlement.
2. A notice is required to be given for an input taxed supply of land even though there is no withholding obligation. Residential premises which are not new are input taxed.
3. For potential residential land, where the recipient of supply is registered and acquires for a creditable purpose, neither the obligation to notify nor the withholding obligation applies.
4. Land on which there is no residential premises, but in relation to which there is potential for residential premises, is potential residential land sufficient to trigger the obligation to notify.
5. A supply of land which is designated as a supply of a going concern or land used for a farming business and which meets the requirements for an exemption will be GST-free and not taxable. Consequently, although there may have been an obligation to notify, the supply will not attract the withholding obligation.
6. There is some debate about whether the notice needs to be signed by the supplier/vendor.
7. Additional information will need to be inserted in the form where there is non-monetary consideration and this will affect the amount of the withholding.
8. If nomination occurs after a notification has been given, a fresh notification will be required.

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

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

Print name(s) of person(s) signing: Peter John Heywood as Attorney under Power for Lorraine Elizabeth Heywood pursuant to Enduring Power of Attorney dated 25 August 2007 which has not been revoked

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

First National Real Estate Neilson Partners Pakenham
130 Main Street
Pakenham VIC 3810

Email: nyall.g@neilsonpartners.com.au

Tel: (03) 5941 4444 Mob: 0409 560 778

Ref: Nyall Greene

Vendor

Lorraine Elizabeth Heywood

Vendor's legal practitioner or conveyancer

Russo & Russo Pty Ltd
150 Sydney Road, Brunswick Vic 3056
PO Box 232, Brunswick VIC 3056

Email: leah@russoandrusso.com.au

Tel: (03) 9387 8022

Ref: PR:LM: 2024066

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10466	Folio	216	2	331430C

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

The land is **VACANT LAND**

Property address

The address of the land is: 66 Railway Ave, Garfield 3814

Goods sold with the land if applicable (general condition 6.3(f)) All fixtures and fittings of a permanent nature including electric light fittings, internal window coverings, external window coverings, and fixed floor coverings.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice. See attached copy of Lease.

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

☒ Special condition 1 - Auction

If the property is offered for sale by public auction, it shall be subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2004 or any rules prescribed by regulation which modify or replace those Rules.

☒ Special condition 2 - Construction

In the interpretation of this Agreement, unless inconsistent with the context:

- (a) A reference to:
- (i) The Property includes a reference to any part of the Property;
 - (ii) A natural person includes a reference to a firm, corporation or other corporate body and vice versa;
 - (iii) The singular includes a reference to the plural and vice versa;
 - (iv) A gender includes a reference to any other gender;
 - (v) "dollars" or "\$" will be taken as referring to amounts in Australian currency;
 - (vi) Any law includes a reference to that law as amended, consolidated, replaced or re-enacted from time to time, and any regulation, instrument, by-law or other subordinate legislation made or issued under it;
 - (vii) A person or body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable; and
 - (viii) A party to this Contract includes a reference to that party's personal representatives, administrators, successors and assigns.
- (b) If a party to this Contract is comprised of more than one person, this Contract bind them jointly and each of them severally.
- (c) An obligation imposed by this Contract on or in favour of more than one person binds or benefits all of them jointly and each of them individually.
- (d) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Contract.
- (e) "the Act" means the *Sale of Land Act 1962* (Vic.)
- (f) "Annexure" means an annexure to this Contract;
- (g) "Business Day" means a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or public holiday;
- (h) "Contract" means this Contract of Sale of Real Estate and the Annexures;
- (i) "Nominee" means a person or body corporate nominated by the Purchaser as a substitute or additional Purchaser in accordance with Special Condition 23;
- (j) "Property" means the Land and Goods; and
- (k) "Vendor's Statement" means the statement signed by the Vendor and given to the Purchaser in accordance with section 32 of the Act, a copy of which is annexed to this Contract.

☒ Special condition 3 - Purchaser's Acknowledgements

The Purchaser acknowledges that:

- (a) The Purchaser has entered into this Contract solely on the basis of the Purchaser's own inspection of the Property and the Purchaser's own enquiries;
- (b) Any information, promise, representation or warranty which may have been made by the Vendor, the Vendor's Agent or any other person for or on behalf of the Vendor:
- (i) Was not made with the intention or knowledge that it would be relied upon;
 - (ii) Has not in fact been relied upon by the Purchaser; and
 - (iii) If not set out in this Contract is expressly negatived and withdrawn.
- (c) Before signing this Contract or any prior contract for the Property and Purchaser received:
- (i) From the Vendor's Agent a statement in accordance with Section 51 of the Estate Agents Act 1980 (if applicable); and
 - (ii) From the Vendor or the Vendor's Agent a copy of the Vendor's Statement.

☒ Special condition 4 – Planning

The Purchaser buys the Property subject to all restrictions as to use under any planning schemes, planning permits, or orders and all other planning controls, regulations or by-laws made by any authority empowered by any legislation to control the use of the land. No

such restriction constitutes a defect in the Vendor's title or affects the validity of this contract and the purchaser must not make objection and is not entitled to any compensation from the vendor in respect thereof.

☒ **Special condition 5 - Condition of the Property**

5.1 The Purchaser agrees and acknowledges that the Purchaser:

- (a) Has inspected the Property as at the Day of Sale;
- (b) Accepts and purchases the Property in its state of repair and condition as at the Day of Sale and subject to any defects, need for repair or infestation;
- (c) Will accept the Property in that condition (subject to fair wear and tear) at settlement;

5.2. The Vendor makes no warranty or representation as to the suitability or fitness of the Property for any purpose whatsoever.

5.3 The Purchaser acknowledges that the improvements on the Property or any alterations thereto may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which such improvements or alterations were constructed. Any failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser may not rescind this Contract or make any requisition enquiry or claim any compensation from the Vendor for any such failure.

☒ **Special condition 6 – Breach**

The following sub-clause 32(c) is added to General Condition 32:

"32(c) The following losses and expenses are agreed to be reasonably foreseeable where applicable, and shall be deemed to be "reasonable expenses" or reasonably foreseeable losses for the purposes of general condition 32 of this Contract:

- (i) interest charges and other expenses payable by the Vendor as Mortgagor under any existing mortgage, charge or any other like encumbrance over the property calculated from the due date for settlement;
- (ii) legal costs and expenses as between solicitor and client;
- (iii) loss of rent the Vendor may sustain as a result of the delayed settlement, from the Contract settlement date to the actual settlement date caused by the Vendor having given the Tenant notice to vacate the property in anticipation of settlement occurring on the Contract settlement date;
- (iv) fees paid for removalist expenses as a result of delayed settlement;
- (v) penalty interest incurred by the Vendor as a result of the Vendor's delayed settlement of a property that the Vendor has purchased that was:
 - (aa) due to have settlement on the same date as the Vendor's sale property and/or;
 - (bb) was to have utilised the proceeds of the sale property."

☒ **Special condition 7 – Loss or damage before settlement**

General Conditions 31.4 to 31.5 and 31.6 inclusive are hereby deleted.

☒ **Special condition 8 – Entire Agreement**

This Contract and the terms and conditions set out herein constitute the whole and entire agreement between the Vendor and the Purchaser.

☒ **Special condition 9 – Foreign Acquisitions and Takeovers Act 1975**

9.1 The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) requiring the obtaining of consent to this Contract either:

- (a) Do not apply to this Contract; or
- (b) Have been complied with by the Purchaser.

9.2 The Purchaser agrees to indemnify and keep indemnified the Vendor against all costs and damages which may be incurred by the Vendor as a consequence of a breach of the warranty contained in Special Condition 11.1.

9.3 This Special Condition shall not merge upon completion.

☒ **Special condition 10 – Stamp Duty**

10.1 The Purchaser acknowledges that the Purchaser shall be liable for any and all duty assessed in relation to the sale and transfer of the Property pursuant to the *Duties Act 2000* (Vic) ("duty") and such further supplemental or additional duties as may be required, demanded or assessed by the State Revenue Office.

10.2 The Purchaser acknowledges and agrees that neither the Vendor nor anyone on its behalf has made any warranty or representation to the Purchaser as to the duty payable by the Purchaser in connection with the sale and transfer of the Property and that the Purchaser has made its own enquiries and investigations and relied on its own judgement and independent advice with respect to such matters.

10.3 The Purchaser agrees that the Purchaser shall make no claim against the Vendor with respect to the assessment or payment of stamp duty and without any way limiting the generality of the foregoing the Purchaser shall not make any requisition or objection or claim any compensation against the Vendor in relation to the amount of duty assessed or payable in respect of

the sale and transfer of the Property.

10.4 The Purchaser indemnifies and shall keep indemnified the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner from any claim, cost, demand, penalty, liability or expense incurred by the Vendor in relation to any duty assessed in respect of the sale and transfer of the Property.

10.5 This Special Condition will not merge upon completion.

☒ Special condition 11 – Purchasers buying in unequal interests

11.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure that this Contract correctly records the proportions in which they are buying the Property ("the proportions").

11.2 The Purchaser shall be liable for any additional duty which may be assessed if the proportions recorded in the Transfer of Land vary from the proportions recorded in this Contract.

11.3 The Purchaser indemnifies the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner fully against any and all claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of any variation in the proportions in the Transfer of Land from the proportions recorded in this Contract.

11.4 This Special Condition shall not merge on completion.

☒ Special condition 12 – Waiver

12.1 The Purchaser's obligation to:

(a) Pay the price interest and other money payable under this Contract; and

(b) To perform and observe the terms and conditions of this Contract and the right of the Vendor to enforce each and every obligation;

Are not waived or deemed to be waived diminished varied prejudiced or otherwise affected by:

(c) Any time indulgence or forbearance allowed or granted or extended by the Vendor to the Purchaser; or

(d) By any acceptance by the Vendor of payments tendered by the Purchaser otherwise than in accordance with this Contract.

12.2 Time is and shall remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor, the Vendor's Agent or the Vendor's Legal Practitioner.

☒ Special condition 13 – Non-Merger

The provisions of this Contract do not merge in the instrument of transfer or on completion and continue to bind the parties to the extent that any of them are capable of being complied with after settlement.

☒ Special condition 14 – Transfer of Land

General Condition 10, shall be amended by adding the following.

10.3 If the Purchaser does not deliver the transfer of land document to the Vendor in accordance with General Condition 10.1 the Vendor may delay settlement until ten (10) business days after the Vendor receives the transfer of land document.

10.4 If settlement is delayed in accordance with Special Condition 16.1, the Purchaser must pay to the Vendor:

(a) Interest from the due date for settlement until the date on which settlement occurs or ten (10) business days after the Vendor receives the transfer of land document, 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.

☒ Special condition 15 – Building Regulations

15.1 The Purchaser acknowledges that all dwellings and/or units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations 1994 and acknowledges that the Purchaser must ensure compliance with the regulations at the Purchaser's cost and expense if the Vendor has not already complied.

15.2 The Purchaser acknowledges that if the Property includes a swimming pool or spa which is or may be required to be fenced in accordance with the building regulations, the Purchaser will be responsible for complying with the building regulations at the Purchaser's cost and expense.

☒ Special condition 16– Settlement

16.1 If settlement is required to be rescheduled beyond the scheduled settlement date as a result of any action or omission on the part of the Purchaser, the Purchaser shall pay to the Vendor any fees charges or expenses incurred by the Vendor as a result of the rescheduling of settlement, including but not limited to any fee charged by any settlement agent, bank or party involved in the transaction.

☒ Special condition 17 – Jurisdiction

17.1 This Contract shall be governed by and construed in accordance with the laws of the State of Victoria.

17.2 The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Victoria and

any courts which have jurisdiction to hear appeals from such courts.

- 17.3 The parties waive any right to object to any proceedings being brought in the courts of the State of Victoria because the venue is inconvenient, the courts lack jurisdiction or for any other reason whatsoever.

☒ **Special condition 18 – Guarantee and indemnity**

If the Purchaser is or includes a corporation, or if the Purchaser shall nominate a corporation as a substitute or additional purchaser in accordance with General Condition 4 (other than a corporation listed on an Australian Stock Exchange) the Purchaser must provide to the Vendor or the Vendor's Legal Representative or Conveyancer within five (5) days of the Day of Sale or the date of nomination a Guarantee in the form of the Guarantee attached and executed by each of the directors that corporation.

☒ **Special condition 19 – Damage to Property prior to settlement**

The Purchaser acknowledges and accepts that if the property sustains damage after the day of sale but prior to settlement:

- (i) as a result of flooding or ingress of rain water or storm damage;
- (ii) as a consequence of cracking caused by land movement
- (iii) or other such events or causes that are out of the control of the Vendor

the Purchaser acknowledges and accepts that the Vendor:

- (a) may put in a claim under the Vendor's insurance (where applicable) and the Vendor shall meet the costs of the excess
- (b) shall not otherwise be responsible or liable to pay compensation to the purchaser for any such damage howsoever caused between the time the Contract of Sale was signed and the settlement date.

☐ **Special condition 20 – Tenancies**

This Special Condition applies if the property is subject to a lease.

- 20.1 In this Contract and unless the context otherwise requires:

"Bonds" means all money paid to the Vendor by the Tenants and all bank guarantees or bankers undertakings Tenants may have caused to be given to the Vendor as security for the performances of their obligations under the Tenancy Agreement.

"Estimated Payment" means an amount paid by the Tenant under a Tenancy on account of an amount that will be determined at a later date as the amount actually payable by the Tenant on the relevant account.

"Non-recoverables" means outgoings which are not recoverable;

"Outgoings" means all outgoings in relation to the Property whether recoverable from the Tenant or not and including without limitation:

- a) all rates and land taxes;
- b) all variable outgoings, apportionable outgoings or statutory outgoings;
- c) insurance premiums.

"Recoverables" means outgoings recoverable from the Tenants under the terms of the tenancy agreement.

"Tenancies" means the leases, tenancies, licences and other rights to occupy the premises including those identified as Encumbrances against the property in the Contract of Sale.

"Tenancy Arrears" means money owed by the Tenants to the Vendor in relation to Tenancies unpaid on the Settlement Date.

"Tenancy Documents" means documents held by the Vendor recording the Tenancies.

"Tenants" means tenants or occupiers of the Property identified as Encumbrances and any other person granted Tenancy after the Day of Sale.

- 20.2 The Purchaser acknowledges:

- a) that the Property is sold subject to the Tenancies and that it has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either that the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies.
- b) that even though the property is sold subject to a Lease as at the Day of Sale the Purchaser acknowledges that the Tenant may give the Vendor the required notice to vacate the Property following the Day of Sale. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

- 20.3 The Purchaser acknowledges that the Property is sold subject to the Tenancies and this is has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either whether the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies.

- 20.4 The Purchaser acknowledges that the Tenant may have installed their own property in the Property and may be entitled under the terms of their Tenancy to remove that property. The Purchaser must not make any requisition, objection or claim in relation to the identification of any property which the Tenants are entitled to remove from the Property or in relation to the removal of any of the property.

- 20.5 The Purchaser must after the Settlement Date comply with all the Vendor's obligations in relation to the Tenancy. At the Vendor's request the Purchaser must enter into a deed with the Tenants under which the Purchaser for itself and its successors in title confirms and agrees to comply with the Tenancies.

- 20.6 On or before the Settlement Date the Vendor will deliver to the Purchaser:

- a) the Tenancy Documents (which may either be originals or copies);

b) notice to the Tenants or Managing Agent advising of the change of ownership of the Property and directing the Tenants to pay future rental as directed by the Purchaser or its Solicitor.

20.7 Before the Settlement Date:

- a) The Vendor may do anything as it sees fit (including without limitation but, subject to the Purchaser's consent, which must not be unreasonably withheld or delayed) terminate Tenancies in order to recover moneys, including but not limited to estimated payments, rental, outgoings and GST, owed by the Tenant/s;
- b) the Vendor may do all things reasonably for the property management of the Property (including without limitation but subject to the Purchaser's consent which must not be unreasonably withheld or delayed) grant new Tenancies on the best terms that may be reasonably obtained for those parts of the Property that are now or which may become vacant.

20.8 On the Settlement Date:

- a) an adjustment must be made in relation to all Non-recoverables. The Vendor is responsible for Non-recoverables apportionable to the period prior to and on the Settlement Date and the Purchaser is responsible for the relevant Non-recoverables apportionable to the period after the Settlement Date.
- b) Recoverables are to be dealt with as follows:
 - (i) on the Settlement Date the Vendor must allow in the Purchaser's favour an amount equal to any contributions received by the Vendor from the Tenants which are contributions on account of Recoverables paid in advance (but not yet applied by the Vendor to payment of the relevant Outgoings);
 - (ii) on the Settlement Date the Purchaser must allow in the Vendor's favour an amount for Recoverables paid by the Vendor which have not been recovered from the Tenants.
- b) outgoings which are payable by the Tenant direct to third parties are not to be adjusted and the Vendor is not required to pay any of those Outgoings that may be unpaid at the Settlement Date;
- d) the Vendor must allow and adjust in the Purchaser's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period after the Settlement Date;
- e) the Purchaser must allow and adjust in the Vendor's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period up to and including the Settlement Date.

20.9 Notwithstanding Special Condition 20.8(e) the Purchaser (if requested by the Vendor):

- a) irrevocably appoints the Vendor or its Attorney to commence and continue legal proceedings after the Settlement Date in the Purchaser's name against the Tenants for recovery of Tenancy Arrears. If the Vendor commences those proceedings it must do so at its sole costs and it indemnifies the Purchaser against all costs the Purchaser may incur in relation to those proceedings;
- b) when requested by the Vendor the Purchaser must sign all documents and do all things necessary to transfer to the Vendor the Purchaser's rights to the Tenancy Arrears;
- c) must take the action the Vendor reasonably requires in connection with recovery of Tenancy Arrears.

☐ **Special condition 21 – Solar Panels**

This Special Condition applies if the sale includes solar panels.

The vendor makes no representations or gives any warranties whatsoever in respect of any solar panels installed on the property hereby sold including but not limited to their condition, state of repair, fitness for purpose or any benefits arising from the electricity generated by any solar panels save that they are owned by the vendor and are not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on settlement.

☒ **Special condition 22 –COVID-19**

- 22.1 The parties herein agree in the event a government within Australia requires any party to this contract, or the nominee of any party to this contract, to be quarantined or to be in self isolation due to COVID-19, 13 days or less before the settlement date, the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self isolation within two business days of being required to self isolate or quarantined.
- 22.2 If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.
- 22.3 For the benefit of both parties to this transaction, should either party be required to quarantine or self isolate due to COVID-19 the following provisions shall apply:
 - a) The other party cannot issue a Notice of Default on the party affected until such time as the party or a person that party is required to care for, has been medically cleared by a general practitioner or other specialist and permitted to leave the property or move in to the property sold;
 - b) The party seeking the benefit of this clause must, upon request of the other party, provide documentary evidence of the need for isolation or quarantine;
 - c) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property;
 - d) If the vendor is the party seeking the benefit of this clause, it shall do all things reasonably possible to vacate the property at a minimum of 24 hours prior to the settlement date.

End of Special Conditions

GUARANTEE

The following Guarantee and Indemnity shall be executed by each person who executes this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if a corporation):

I/We
of.....
and.....
of.....

(hereinafter called "the Guarantors") IN CONSIDERATION of the within named Vendor selling to the within named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth DO HEREBY 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 or Residue of Purchase Price or interest or other monies payable by the Purchaser(s) we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit residue of purchase money interest or other monies which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of Purchase Price which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser(s). This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by:

1. any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within Contract;
2. the performance or observance of any of the agreements obligations or conditions under the within Contract;
3. by time being given to the Purchaser(s) for any such payment performance or observance;
4. by reason of the Vendor assigning its rights under the said Contract; or
5. by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

IN WITNESS our hands and seals the day of 20

SIGNED SEALED AND DELIVERED by the said)
)
in the presence of:) Signature

.....
Signature of Witness

.....
Full name (please print)

SIGNED SEALED AND DELIVERED by the said)
)
in the presence of:) Signature

.....
Signature of Witness

.....
Full name (please print)

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay –
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser'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.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

DATED

2024

LORRAINE ELIZABETH HEYWOOD

to

CONTRACT OF SALE OF LAND

Property: 66 Railway Ave, Garfield VIC 3814

RUSSO & RUSSO PTY LTD

Lawyers

150 Sydney Road
Brunswick Vic 3056

Tel: (03) 9387 8022
Ref: PR:LM:2024066

CONTRACT FOR SALE OF LAND

68 Railway Avenue, Garfield

Vendor: Lorraine Elizabeth Heywood



150 Sydney Road (PO Box 232)
Brunswick, Victoria 3056
DX 95615, Brunswick
t 9387 8022 | f 03 9387 5604

Ref: 2024067

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

68 Railway Avenue, Garfield 3814

Vendor's name

Peter John Heywood as Attorney under Power for Lorraine Elizabeth Heywood pursuant to Enduring Power of Attorney dated 25 August 2007 which has not been revoked

Date

/ /

Vendor's signature

Purchaser's name

Date

/ /

Purchaser's signature

Purchaser's name

Date

/ /

Purchaser's signature

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

None to the vendor's knowledge. AND, if applicable, the purchaser is to note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes (if applicable) laid outside registered easements.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

None to the vendor's knowledge, save as set out in the certificates attached hereto but otherwise none to the vendor's knowledge. BUT NOTE: The vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6. OWNERS CORPORATION

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

6.1 The owners corporation is an inactive owners corporation.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

Title search
Copy of plan
Planning certificate
Council certificate
Water certificate
State revenue office certificate
Vicroads certificate
Building certificate
Vendor/supplier GST withholding notice
Owners Corporation Certificate
Bushfire certificate



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

Page 1 of 1

VOLUME 11399 FOLIO 878

Security no : 124117049603Y
Produced 30/07/2024 10:42 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 621751P.
PARENT TITLE Volume 10371 Folio 616
Created by instrument PS621751P 22/01/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LORRAINE ELIZABETH HEYWOOD of 68 RAILWAY AVENUE GARFIELD VIC 3814
PS621751P 22/01/2013

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS621751P 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: 68 RAILWAY AVENUE GARFIELD VIC 3814

ADMINISTRATIVE NOTICES

NIL

eCT Control 19645T RUSSO & RUSSO PTY LTD
Effective from 13/03/2024

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS621751P

DOCUMENT END

Imaged Document Cover Sheet

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

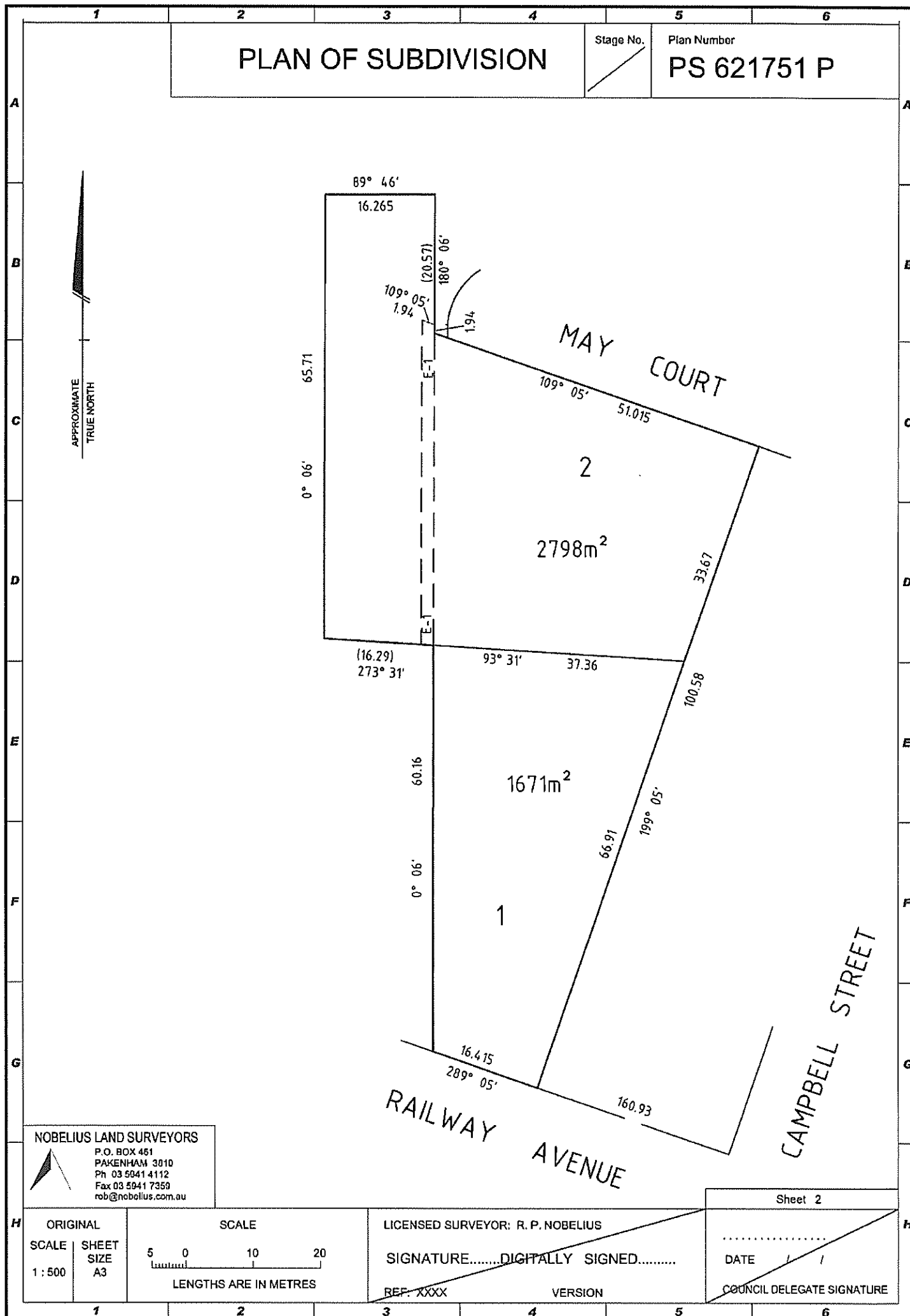
Document Type	Plan
Document Identification	PS621751P
Number of Pages (excluding this cover sheet)	3
Document Assembled	30/07/2024 22:42

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

PLAN OF SUBDIVISION				LRS use only EDITION 1	Stage No. /	Plan Number PS 621751 P
<u>LOCATION OF LAND</u> Parish: Bunyip Township: ---- Section: ---- Crown Allotment: 21B (ppt) Crown Portion: ---- LRS Base Record: DCMB Title Reference: V. 10371 F. 616 Last Plan Reference: Lot 2 LP 145659U Postal Address: 68 Railway Avenue (at time of subdivision) GARFIELD 3814 MGA94 Co-ordinates: E 383 940 (of approx. centre of land in plan) N 5 783 300 Zone: 55				<u>COUNCIL CERTIFICATION AND ENDORSEMENT</u> COUNCIL NAME : CARDINIA REF: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <u>OPEN SPACE</u> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
<u>Vesting of Roads or Reserves</u>						
Identifier	Council / Body / Person					
Nil	Nil					
<u>Notations</u>						
Depth Limitation: DOES NOT APPLY				Staging This is not a staged subdivision Planning Permit No. T070769		
This is a Spear Plan LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES				<u>Survey</u> This plan is not based on Survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.		
<u>Easement Information</u>						
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					LRS use only	
					Statement of Compliance/ Exemption Statement	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	Received ☒ DATE 22 / 01 / 2013	
E-1	Drainage	1.83	C/E A132432	C/T Vol. 3574 Fol. 766	LRS use only PLAN REGISTERED TIME 12:28pm DATE 22 / 01 / 2013 Jason Matthews Assistant Registrar of Titles	
					Sheet 1 of 2 sheets	
NOBELIUS LAND SURVEYORS P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 Fax 03 5941 7359 rob@nobelius.com.au			LICENSED SURVEYOR: R. P. NOBELIUS SIGNATURE.....DIGITALLY SIGNED..... REF: 6598 VERSION B		 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	



Plan of Subdivision PS621751P
Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S002239V
Plan Number: PS621751P
Responsible Authority Name: Cardinia Shire Council
Responsible Authority Reference Number 1: S08/178
Surveyor's Plan Version: B

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made

Digitally signed by Council Delegate: Carolyn Murphy
Organisation: Cardinia Shire Council
Date: 16/10/2008



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 30/07/2024 10:42:18 PM

OWNERS CORPORATION 1
PLAN NO. PS621751P

The land in PS621751P is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Lots 1, 2.

Limitations on Owners Corporation:

Limited

Postal Address for Services of Notices:

68 RAILWAY AVENUE GARFIELD VIC 3814

OC003198J 22/01/2013

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC003198J 22/01/2013

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1	50	50
Lot 2	50	50
Total	100.00	100.00

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

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1007271

APPLICANT'S NAME & ADDRESS

RUSSO & RUSSO C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

HEYWOOD, LORRAINE ELIZAB

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

4356

This certificate is issued for:

LOT 1 PLAN PS621751 ALSO KNOWN AS 68 RAILWAY AVENUE GARFIELD
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

25 February 2024

Sonya Kilkenny
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.



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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.

LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021



Russo & Russo C/InfoTrack (Leap) c/LANDATA
DX 250639
Melbourne Vic 3001

CERTIFICATE NO: 80704
APPLICANT REFERENCE: 73716999-015-5
DATE: 31/07/2024

This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 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 Council or the relevant Authority.
A fee may be charged for such information.

ASSESSMENT NO:	5000007102	VALUATIONS	
PROPERTY LOCATION:	68 Railway Ave	SITE VALUE:	520000
	Garfield 3814	CAPITAL IMPROVED VALUE:	520000
TITLE DETAILS:	L1 PS621751 V11399 F878	NET ANNUAL VALUE:	26000
		LEVEL OF VALUE DATE:	01/01/24
		OPERATIVE DATE:	01/07/24

PROPERTY RATES & CHARGES

Rates and charges for the financial year ending 30 June 2025

<u>RATES & CHARGES</u>	LEVIED	BALANCE
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$1,094.13	\$1,094.13
INTEREST		\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$177.24	\$177.24

GARBAGE	\$0.00	\$0.00
GREEN WASTE LEVY	\$0.00	\$0.00

SPECIAL RATES /SPECIAL CHARGES

SCHEME NAME	ESTIMATED AMOUNT	PRINCIPAL BALANCE	INTEREST BALANCE
		\$0.00	\$0.00
		TOTAL SCHEME BALANCE	\$0.00

OPEN SPACE CONTRIBUTION

TOTAL OUTSTANDING **\$1,271.37**



Bill code: 858944
Reference: 50000071022

LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021

68 Railway Ave
Garfield
L1 PS621751 V11399 F878

NOTICES AND ORDERS

Other Notices or Orders on the land that have been served by Council under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

OPEN SPACE CONTRIBUTION

Any outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958:

FLOOD LEVEL

A flood level has not been designated under the Building Regulations 1994.
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

POTENTIAL LIABILITIES

Notices and Orders issued as described above:

Other:

ADDITIONAL INFORMATION

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

I acknowledge having received the sum of \$29.70 being the fee for this certificate.

Delegated Officer: 

CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.
PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.

Russo & Russo C/- InfoTrack (LEAP)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1 68 RAILWAY AVENUE
GARFIELD 3814
1 PS 621751

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62E//19717/00080	LANDATA CER 73716999-025-4	30 JULY 2024	47212742

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(A) By Other Authorities

Melbourne Water Corporation Total Service Charges	01/07/2024 to 30/09/2024	\$45.85
---	--------------------------	---------

(B) By South East Water

Water Service Charge	01/07/2024 to 30/09/2024	\$22.58
Sewerage Service Charge	01/07/2024 to 30/09/2024	\$116.44
Subtotal Service Charges		\$184.87
TOTAL UNPAID BALANCE		\$184.87

- The meter at the property was last read on 12/06/2024. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge \$0.37 per day

Sewage Disposal Charge \$0.17 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

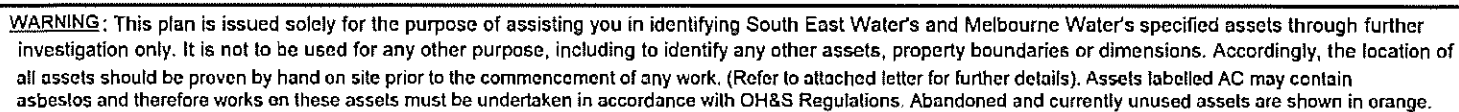
AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

Date: 30JULY2024



- ## Melbourne Water Assets

- ### Natural Waterway

References



ASSET INFORMATION - WATER

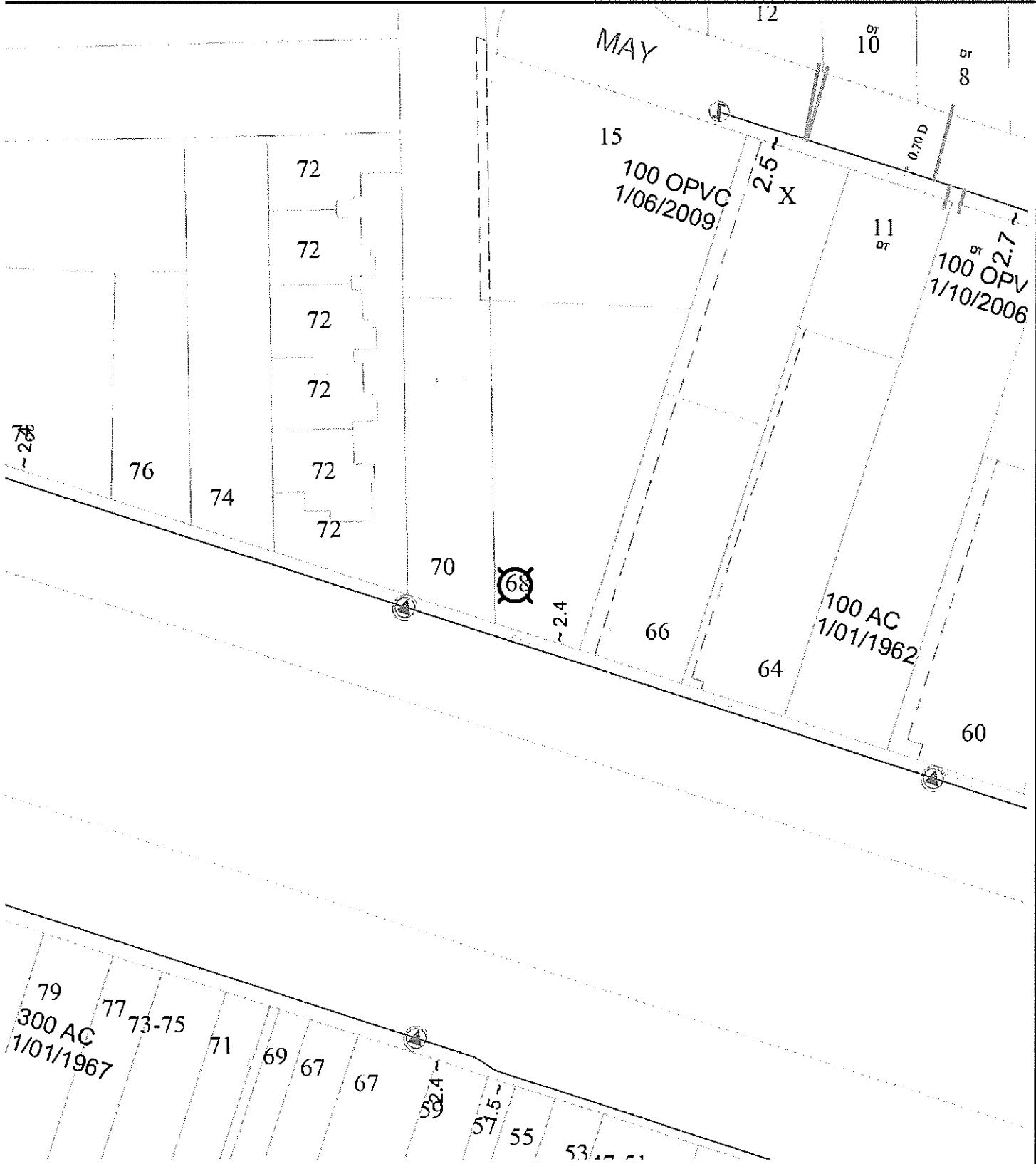


Property: Lot 1 68 RAILWAY AVENUE GARFIELD 3814



Case Number: 47212742

Date: 30JULY2024



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND					
	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Water Main Valve		Fireplug/Washout
	Easement		Water Main & Services		Offset from Boundary



ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

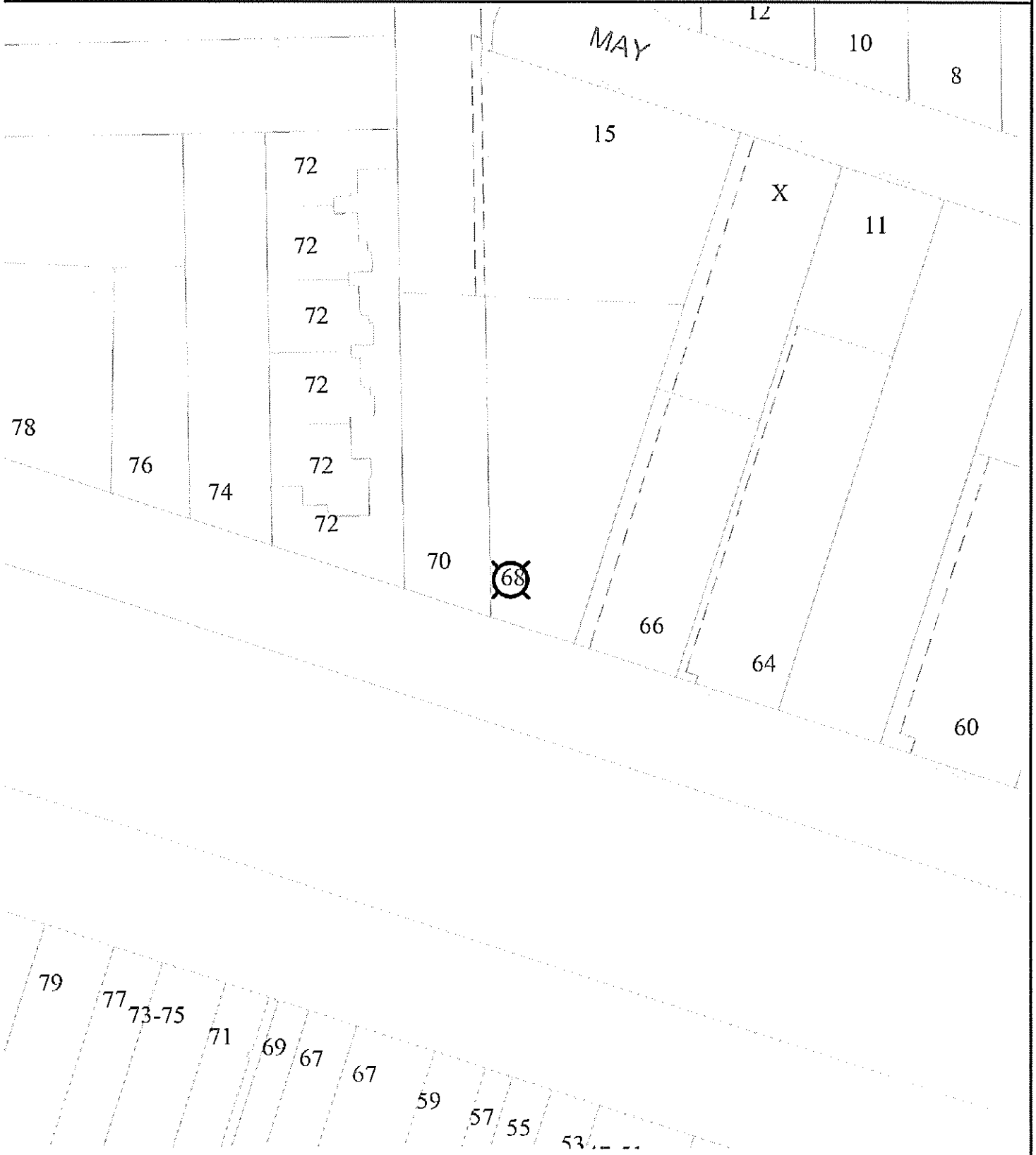
Property: Lot 1 68 RAILWAY AVENUE GARFIELD 3814



Case Number: 47212742



Date: 30JULY2024



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			~ 1.0 Offset from Boundary



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Russo & Russo C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4356

NO PROPOSALS. As at the 25th February 2024, 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®.

68 RAILWAY AVENUE, GARFIELD 3814
SHIRE OF CARDINIA

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: 25th February 2024

Telephone enquiries regarding content of certificate: 13 11 71

Property Clearance Certificate
Land Tax



INFOTRACK / RUSSO & RUSSO
Your Reference: 2024067
Certificate No: 71778521
Issue Date: 26 FEB 2024
Enquiries: ESYSPROD

Land Address: 68 RAILWAY AVENUE GARFIELD VIC 3814

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 40351655, 1, 621751, 11399, 878, \$3,046.79

Vendor: LORRAINE ELIZAB HEYWOOD
Purchaser: FOR INFORMATION PURPOSES

Table with 6 columns: Current Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total. Row 1: MRS LORRAINE ELIZABETH HEYWOOD, 2024, \$520,000, \$3,046.79, \$0.00, \$3,046.79

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Table with 6 columns: Current Vacant Residential Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total

Comments:

Table with 5 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Signature of Paul Broderick
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Description, Value. Row 1: CAPITAL IMPROVED VALUE: \$520,000. Row 2: SITE VALUE: \$520,000. Row 3: CURRENT LAND TAX CHARGE: \$3,046.79



Notes to Certificate - Land Tax

Certificate No: 71778521

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,010.00

Taxable Value = \$520,000

Calculated as \$1,350 plus (\$520,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 71778521

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 71778521

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / RUSSO & RUSSO

Your Reference: 2024067
Certificate No: 71778521
Issue Date: 26 FEB 2024

Land Address: 68 RAILWAY AVENUE GARFIELD VIC 3814

Lot	Plan	Volume	Folio
1	621751	11399	878

Vendor: LORRAINE ELIZAB HEYWOOD
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 71778521

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 71778526

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 71778526

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

PLANNING PROPERTY REPORT



VICTORIA
State
Government

Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 25 February 2024 10:22 PM

PROPERTY DETAILS

Address: **68 RAILWAY AVENUE GARFIELD 3814**
Lot and Plan Number: **Lot 1 PS621751**
Standard Parcel Identifier (SPI): **1\PS621751**
Local Government Area (Council): **CARDINIA**
Council Property Number: **5000007102**
Planning Scheme: **Cardinia**
Directory Reference: **Vicroads 718 H3**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

OTHER

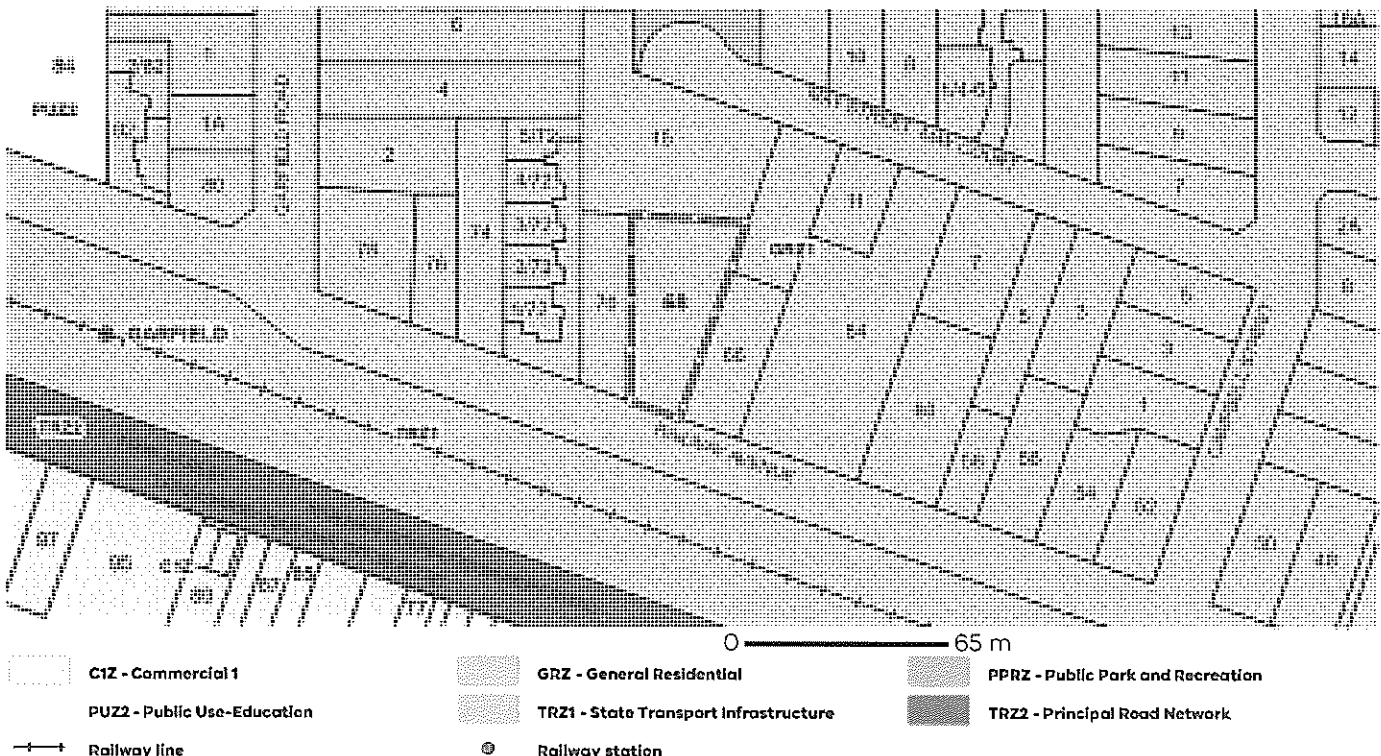
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

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Read the full disclaimer at <https://www.delp.vic.gov.au/disclaimer>

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

Planning Overlay

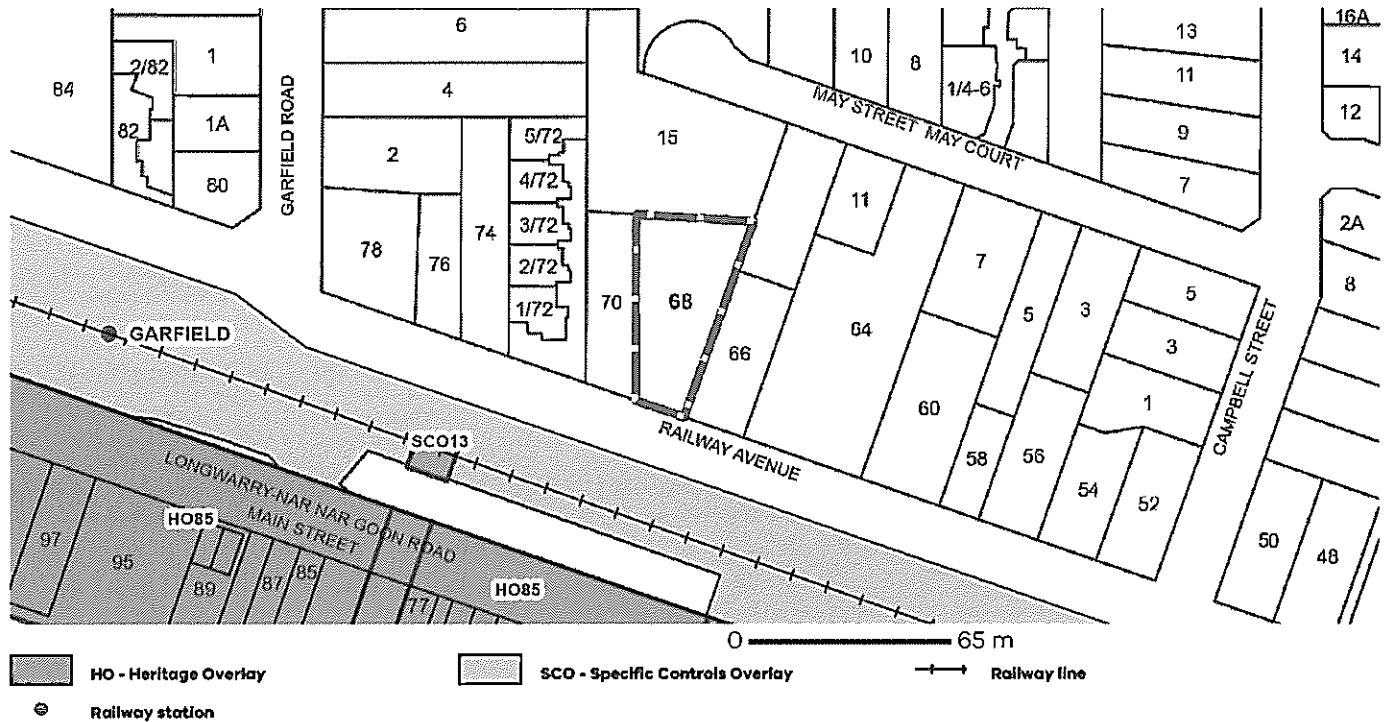
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIFIC CONTROLS OVERLAY (SCO)



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 7 December 2023.

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

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

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

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

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

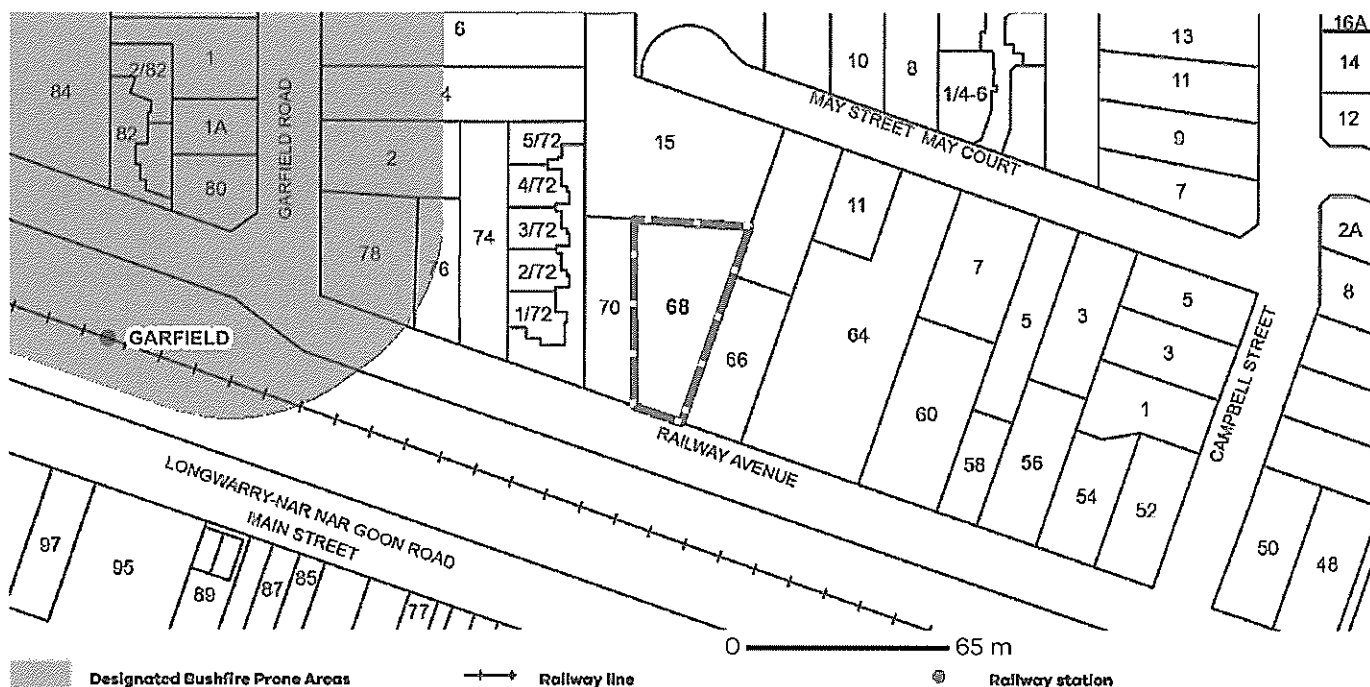
Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY INFORMATION CERTIFICATE
Building Regulations 2018
Regulation 51(1)

27 February 2024

Property number: 5000007102
Your reference: 71952471-017-2
Receipt number: -



Russo & Russo C/- InfoTrack (LEAP) c/o LANDATA

Land (property) Address: Lot 1 (68) Railway Ave, Garfield VIC 3814

Regulation 51(1)

Building Permits or certificates of final inspection issued by the relevant Building Surveyor for the construction on the property during the last 10 years are as follows:

Permit No:	Permit Issue Date:	Final Certificate Date:
Details of Build:		
Building Surveyor:		

Please note that Council is unaware of any current statement(s) issued under the Building Act 1993 and Building Regulations 2018 Notices or Orders currently against the property.

Outstanding building related orders or Notices pertaining to the Building Act 1993: -

Type	Issue Date	Details

Residential Notes:

- As of 1 December 2019, all pools and spas must be registered with Council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.
- The Building Regulations also require working Smoke Alarms to be installed within all residential buildings. Fines or prosecution may result if these legal requirements are not satisfied.
- As of the 11 March 2009 all building works for Class1, Class 2, Class 3 and associated 10a buildings must comply with the Bushfire protection requirements of the Building Code of Australia as required by the Bushfire construction Regulations 2018.

Note: This summary is an extract of Council's records only made at the date the information is provided. The information provided does not guarantee the status of the building. An inspection has not been specifically conducted because of your enquiry. The reply provided has been prepared as accurately as possible as at the date of the reply, from information currently available to Council. Council accepts no liability for any omissions or errors contained in the information supplied. Where any doubt or concern is raised professional advice should be sought.

Yours sincerely,

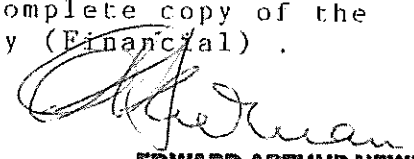
Lisa Fuss - Administration Officer Regulatory Services

SECTION 111 CERTIFICATE

I, EDWARD ARTHUR NEWMAN, Solicitor of 14 Archer Road Garfield in the State of Victoria DO HEREBY CERTIFY that the within writing is a true and complete copy of the original Enduring Power of Attorney (Financial).
DATED this 27th day of August 2007

E. A. NEWMAN

FORM 1


EDWARD ARTHUR NEWMAN
14 Archer Road, Garfield 3814
An Australian legal practitioner within the meaning of the Legal Profession Act 2004

ENDURING POWER OF ATTORNEY (FINANCIAL)

This Enduring Power of Attorney is made on the 25th day of August 2007

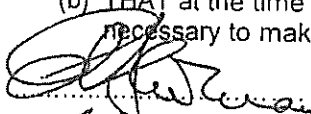
1. I, LORRAINE ELIZABETH HEYWOOD Widow of 68 Railway Avenue Garfield in the State of Victoria HEREBY APPOINT my daughter JANET CHRISTINE WHITE Registered Nurse of 345 Shepparton-Euroa Road Kialla East and my son PETER JOHN HEYWOOD Manufacturer of 26 Clearview Court Garfield in the said State to be my attorneys jointly and severally. *L E Heywood*
 2. I authorize my joint and severally attorneys to do on my behalf any thing I may lawfully authorize my attorneys to do.
 3. The authority of my attorneys is not subject to any condition or limitation or instruction.
 4. I declare that this power of attorney commences immediately.
 5. I declare that this power of attorney will continue to operate and have full force and effect even if I subsequently become legally incapable.
 6. I declare that all previous enduring powers of attorney signed by me are hereby revoked.
- SIGNED by the said LORRAINE ELIZABETH HEYWOOD

L E Heywood

CERTIFICATE OF WITNESSES

We, EDWARD ARTHUR NEWMAN Solicitor and GWENETH ROSEMARY NEWMAN both of 14 Archer Road Garfield in the said State
DO HEREBY CERTIFY –

- (a) THAT the donor has signed this enduring power of attorney freely and voluntarily in our presence, and
- (b) THAT at the time of signing the donor appeared to each of us to have the capacity necessary to make the enduring power of attorney.

 (Edward Arthur Newman)

Gweneth Rosemary Newman (Gweneth Rosemary Newman)

STATEMENT OF ACCEPTANCE

I, JANET CHRISTINE WHITE and I, PETER JOHN HEYWOOD as above in the said State on the 25th day of August 2007 accept appointment as attorney under this enduring power of attorney and I undertake

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor, and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests, and
- (c) to exercise the powers conferred in accordance with Part X1A of the Instruments Act 1958.

Janet Christine White (JANET CHRISTINE WHITE)
Peter John Heywood (PETER JOHN HEYWOOD)

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To:

Purchaser/recipient:

Property address: 68 Railway Avenue, Garfield

Lot no.: 1 Plan of subdivision: PS 621751

[Cross out whichever is not applicable]

The Purchaser/recipient 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.

OR

The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:

Withholding amount: \$_____

The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: _____

Vendor/supplier ABN: _____

From: Vendor/supplier: Lorraine Elizabeth Heywood

Dated: 5/08/2024

Signed by or on behalf of the vendor/supplier: *Leah Manion*

Notes - not part of notice

1. When using the Law Institute of Victoria 'GST withholding' special condition note the requirement in 15B.8 to give the notice at least 14 days before the due date for settlement.
2. A notice is required to be given for an input taxed supply of land even though there is no withholding obligation. Residential premises which are not new are input taxed.
3. For potential residential land, where the recipient of supply is registered and acquires for a creditable purpose, neither the obligation to notify nor the withholding obligation applies.
4. Land on which there is no residential premises, but in relation to which there is potential for residential premises, is potential residential land sufficient to trigger the obligation to notify.
5. A supply of land which is designated as a supply of a going concern or land used for a farming business and which meets the requirements for an exemption will be GST-free and not taxable. Consequently, although there may have been an obligation to notify, the supply will not attract the withholding obligation.
6. There is some debate about whether the notice needs to be signed by the supplier/vendor.
7. Additional information will need to be inserted in the form where there is non-monetary consideration and this will affect the amount of the withholding.
8. If nomination occurs after a notification has been given, a fresh notification will be required.

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

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

Print name(s) of person(s) signing: Peter John Heywood as Attorney under Power for Lorraine Elizabeth Heywood pursuant to Enduring Power of Attorney dated 25 August 2007 which has not been revoked

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

First National Real Estate Neilson Partners Pakenham
130 Main Street
Pakenham VIC 3810

Email: nyall.g@neilsonpartners.com.au

Tel: (03) 5941 4444 Mob: 0409 560 778

Ref: Nyall Greene

Vendor

Lorraine Elizabeth Heywood

Vendor's legal practitioner or conveyancer

Russo & Russo Pty Ltd
150 Sydney Road, Brunswick Vic 3056
PO Box 232, Brunswick VIC 3056

Email: leah@russoandrusso.com.au

Tel: (03) 9387 8022

Ref: PR:LM: 2024067

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11399	Folio	878	1	621751

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 68 Railway Avenue, Garfield 3814

Goods sold with the land (general condition 6.3(f)) All fixtures and fittings of a permanent nature including electric light fittings, internal window coverings, external window coverings, and fixed floor coverings.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice. See attached copy of Lease.

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

☒ Special condition 1 - Auction

If the property is offered for sale by public auction, it shall be subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2004 or any rules prescribed by regulation which modify or replace those Rules.

☒ Special condition 2 - Construction

In the interpretation of this Agreement, unless inconsistent with the context:

- (a) A reference to:
- (i) The Property includes a reference to any part of the Property;
 - (ii) A natural person includes a reference to a firm, corporation or other corporate body and vice versa;
 - (iii) The singular includes a reference to the plural and vice versa;
 - (iv) A gender includes a reference to any other gender;
 - (v) "dollars" or "\$" will be taken as referring to amounts in Australian currency;
 - (vi) Any law includes a reference to that law as amended, consolidated, replaced or re-enacted from time to time, and any regulation, instrument, by-law or other subordinate legislation made or issued under it;
 - (vii) A person or body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable; and
 - (viii) A party to this Contract includes a reference to that party's personal representatives, administrators, successors and assigns.
- (b) If a party to this Contract is comprised of more than one person, this Contract bind them jointly and each of them severally.
- (c) An obligation imposed by this Contract on or in favour of more than one person binds or benefits all of them jointly and each of them individually.
- (d) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Contract.
- (e) "the Act" means the *Sale of Land Act 1962* (Vic.)
- (f) "Annexure" means an annexure to this Contract;
- (g) "Business Day" means a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or public holiday;
- (h) "Contract" means this Contract of Sale of Real Estate and the Annexures;
- (i) "Nominee" means a person or body corporate nominated by the Purchaser as a substitute or additional Purchaser in accordance with Special Condition 23;
- (j) "Property" means the Land and Goods; and
- (k) "Vendor's Statement" means the statement signed by the Vendor and given to the Purchaser in accordance with section 32 of the Act, a copy of which is annexed to this Contract.

☒ Special condition 3 - Purchaser's Acknowledgements

The Purchaser acknowledges that:

- (a) The Purchaser has entered into this Contract solely on the basis of the Purchaser's own inspection of the Property and the Purchaser's own enquiries;
- (b) Any information, promise, representation or warranty which may have been made by the Vendor, the Vendor's Agent or any other person for or on behalf of the Vendor:
- (i) Was not made with the intention or knowledge that it would be relied upon;
 - (ii) Has not in fact been relied upon by the Purchaser; and
 - (iii) If not set out in this Contract is expressly negatived and withdrawn.
- (c) Before signing this Contract or any prior contract for the Property and Purchaser received:
- (i) From the Vendor's Agent a statement in accordance with Section 51 of the Estate Agents Act 1980 (if applicable); and
 - (ii) From the Vendor or the Vendor's Agent a copy of the Vendor's Statement.

☒ Special condition 4 – Planning

The Purchaser buys the Property subject to all restrictions as to use under any planning schemes, planning permits, or orders and all other planning controls, regulations or by-laws made by any authority empowered by any legislation to control the use of the land. No

such restriction constitutes a defect in the Vendor's title or affects the validity of this contract and the purchaser must not make objection and is not entitled to any compensation from the vendor in respect thereof.

☒ Special condition 5 - Condition of the Property

5.1 The Purchaser agrees and acknowledges that the Purchaser:

- (a) Has inspected the Property as at the Day of Sale;
- (b) Accepts and purchases the Property in its state of repair and condition as at the Day of Sale and subject to any defects, need for repair or infestation;
- (c) Will accept the Property in that condition (subject to fair wear and tear) at settlement;

5.2. The Vendor makes no warranty or representation as to the suitability or fitness of the Property for any purpose whatsoever.

5.3 The Purchaser acknowledges that the improvements on the Property or any alterations thereto may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which such improvements or alterations were constructed. Any failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser may not rescind this Contract or make any requisition enquiry or claim any compensation from the Vendor for any such failure.

☒ Special condition 6 – Breach

The following sub-clause 32(c) is added to General Condition 32:

- "32(c) The following losses and expenses are agreed to be reasonably foreseeable where applicable, and shall be deemed to be "reasonable expenses" or reasonably foreseeable losses for the purposes of general condition 32 of this Contract:
- (i) interest charges and other expenses payable by the Vendor as Mortgagor under any existing mortgage, charge or any other like encumbrance over the property calculated from the due date for settlement;
 - (ii) legal costs and expenses as between solicitor and client;
 - (iii) loss of rent the Vendor may sustain as a result of the delayed settlement, from the Contract settlement date to the actual settlement date caused by the Vendor having given the Tenant notice to vacate the property in anticipation of settlement occurring on the Contract settlement date;
 - (iv) fees paid for removalist expenses as a result of delayed settlement;
 - (v) penalty interest incurred by the Vendor as a result of the Vendor's delayed settlement of a property that the Vendor has purchased that was:
 - (aa) due to have settlement on the same date as the Vendor's sale property and/or;
 - (bb) was to have utilised the proceeds of the sale property."

☒ Special condition 7 – Loss or damage before settlement

General Conditions 31.4 to 31.5 and 31.6 inclusive are hereby deleted.

☒ Special condition 8 – Entire Agreement

This Contract and the terms and conditions set out herein constitute the whole and entire agreement between the Vendor and the Purchaser.

☒ Special condition 9 – Foreign Acquisitions and Takeovers Act 1975

- 9.1 The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) requiring the obtaining of consent to this Contract either:
- (a) Do not apply to this Contract; or
 - (b) Have been complied with by the Purchaser.
- 9.2 The Purchaser agrees to indemnify and keep indemnified the Vendor against all costs and damages which may be incurred by the Vendor as a consequence of a breach of the warranty contained in Special Condition 11.1.
- 9.3 This Special Condition shall not merge upon completion.

☒ Special condition 10 – Stamp Duty

- 10.1 The Purchaser acknowledges that the Purchaser shall be liable for any and all duty assessed in relation to the sale and transfer of the Property pursuant to the *Duties Act 2000* (Vic) ("duty") and such further supplemental or additional duties as may be required, demanded or assessed by the State Revenue Office.
- 10.2 The Purchaser acknowledges and agrees that neither the Vendor nor anyone on its behalf has made any warranty or representation to the Purchaser as to the duty payable by the Purchaser in connection with the sale and transfer of the Property and that the Purchaser has made its own enquiries and investigations and relied on its own judgement and independent advice with respect to such matters.
- 10.3 The Purchaser agrees that the Purchaser shall make no claim against the Vendor with respect to the assessment or payment of stamp duty and without any way limiting the generality of the foregoing the Purchaser shall not make any requisition or objection or claim any compensation against the Vendor in relation to the amount of duty assessed or payable in respect of

the sale and transfer of the Property.

10.4 The Purchaser indemnifies and shall keep indemnified the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner from any claim, cost, demand, penalty, liability or expense incurred by the Vendor in relation to any duty assessed in respect of the sale and transfer of the Property.

10.5 This Special Condition will not merge upon completion.

☒ Special condition 11 – Purchasers buying in unequal interests

11.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure that this Contract correctly records the proportions in which they are buying the Property ("the proportions").

11.2 The Purchaser shall be liable for any additional duty which may be assessed if the proportions recorded in the Transfer of Land vary from the proportions recorded in this Contract.

11.3 The Purchaser indemnifies the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner fully against any and all claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of any variation in the proportions in the Transfer of Land from the proportions recorded in this Contract.

11.4 This Special Condition shall not merge on completion.

☒ Special condition 12 – Waiver

12.1 The Purchaser's obligation to:

(a) Pay the price interest and other money payable under this Contract; and

(b) To perform and observe the terms and conditions of this Contract and the right of the Vendor to enforce each and every obligation;

Are not waived or deemed to be waived diminished varied prejudiced or otherwise affected by:

(c) Any time indulgence or forbearance allowed or granted or extended by the Vendor to the Purchaser; or

(d) By any acceptance by the Vendor of payments tendered by the Purchaser otherwise than in accordance with this Contract.

12.2 Time is and shall remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor, the Vendor's Agent or the Vendor's Legal Practitioner.

☒ Special condition 13 – Non-Merger

The provisions of this Contract do not merge in the instrument of transfer or on completion and continue to bind the parties to the extent that any of them are capable of being complied with after settlement.

☒ Special condition 14 – Transfer of Land

General Condition 10, shall be amended by adding the following.

10.3 If the Purchaser does not deliver the transfer of land document to the Vendor in accordance with General Condition 10.1 the Vendor may delay settlement until ten (10) business days after the Vendor receives the transfer of land document.

10.4 If settlement is delayed in accordance with Special Condition 16.1, the Purchaser must pay to the Vendor:

(a) Interest from the due date for settlement until the date on which settlement occurs or ten (10) business days after the Vendor receives the transfer of land document, 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.

☒ Special condition 15 – Building Regulations

15.1 The Purchaser acknowledges that all dwellings and/or units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations 1994 and acknowledges that the Purchaser must ensure compliance with the regulations at the Purchaser's cost and expense if the Vendor has not already complied.

15.2 The Purchaser acknowledges that if the Property includes a swimming pool or spa which is or may be required to be fenced in accordance with the building regulations, the Purchaser will be responsible for complying with the building regulations at the Purchaser's cost and expense.

☒ Special condition 16– Settlement

16.1 If settlement is required to be rescheduled beyond the scheduled settlement date as a result of any action or omission on the part of the Purchaser, the Purchaser shall pay to the Vendor any fees charges or expenses incurred by the Vendor as a result of the rescheduling of settlement, including but not limited to any fee charged by any settlement agent, bank or party involved in the transaction.

☒ Special condition 17 – Jurisdiction

17.1 This Contract shall be governed by and construed in accordance with the laws of the State of Victoria.

17.2 The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Victoria and

any courts which have jurisdiction to hear appeals from such courts.

- 17.3 The parties waive any right to object to any proceedings being brought in the courts of the State of Victoria because the venue is inconvenient, the courts lack jurisdiction or for any other reason whatsoever.

☒ **Special condition 18 – Guarantee and Indemnity**

If the Purchaser is or includes a corporation, or if the Purchaser shall nominate a corporation as a substitute or additional purchaser in accordance with General Condition 4 (other than a corporation listed on an Australian Stock Exchange) the Purchaser must provide to the Vendor or the Vendor's Legal Representative or Conveyancer within five (5) days of the Day of Sale or the date of nomination a Guarantee in the form of the Guarantee attached and executed by each of the directors that corporation.

☒ **Special condition 19 – Damage to Property prior to settlement**

The Purchaser acknowledges and accepts that if the property sustains damage after the day of sale but prior to settlement:

- (i) as a result of flooding or ingress of rain water or storm damage;
- (ii) as a consequence of cracking caused by land movement
- (iii) or other such events or causes that are out of the control of the Vendor

the Purchaser acknowledges and accepts that the Vendor:

- (a) may put in a claim under the Vendor's insurance (where applicable) and the Vendor shall meet the costs of the excess
- (b) shall not otherwise be responsible or liable to pay compensation to the purchaser for any such damage howsoever caused between the time the Contract of Sale was signed and the settlement date.

☐ **Special condition 20 – Tenancies**

This Special Condition applies if the property is subject to a lease.

- 20.1 In this Contract and unless the context otherwise requires:

"Bonds" means all money paid to the Vendor by the Tenants and all bank guarantees or bankers undertakings Tenants may have caused to be given to the Vendor as security for the performances of their obligations under the Tenancy Agreement.

"Estimated Payment" means an amount paid by the Tenant under a Tenancy on account of an amount that will be determined at a later date as the amount actually payable by the Tenant on the relevant account.

"Non-recoverables" means outgoings which are not recoverable;

"Outgoings" means all outgoings in relation to the Property whether recoverable from the Tenant or not and including without limitation:

- a) all rates and land taxes;
- b) all variable outgoings, apportionable outgoings or statutory outgoings;
- c) insurance premiums.

"Recoverables" means outgoings recoverable from the Tenants under the terms of the tenancy agreement.

"Tenancies" means the leases, tenancies, licences and other rights to occupy the premises including those identified as Encumbrances against the property in the Contract of Sale.

"Tenancy Arrears" means money owed by the Tenants to the Vendor in relation to Tenancies unpaid on the Settlement Date.

"Tenancy Documents" means documents held by the Vendor recording the Tenancies.

"Tenants" means tenants or occupiers of the Property identified as Encumbrances and any other person granted Tenancy after the Day of Sale.

- 20.2 The Purchaser acknowledges:

- a) that the Property is sold subject to the Tenancies and that it has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either that the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies.
- b) that even though the property is sold subject to a Lease as at the Day of Sale the Purchaser acknowledges that the Tenant may give the Vendor the required notice to vacate the Property following the Day of Sale. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

- 20.3 The Purchaser acknowledges that the Property is sold subject to the Tenancies and this is has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either whether the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies.

- 20.4 The Purchaser acknowledges that the Tenant may have installed their own property in the Property and may be entitled under the terms of their Tenancy to remove that property. The Purchaser must not make any requisition, objection or claim in relation to the identification of any property which the Tenants are entitled to remove from the Property or in relation to the removal of any of the property.

- 20.5 The Purchaser must after the Settlement Date comply with all the Vendor's obligations in relation to the Tenancy. At the Vendor's request the Purchaser must enter into a deed with the Tenants under which the Purchaser for itself and its successors in title confirms and agrees to comply with the Tenancies.

- 20.6 On or before the Settlement Date the Vendor will deliver to the Purchaser:

- a) the Tenancy Documents (which may either be originals or copies);

b) notice to the Tenants or Managing Agent advising of the change of ownership of the Property and directing the Tenants to pay future rental as directed by the Purchaser or its Solicitor.

20.7 Before the Settlement Date:

- a) The Vendor may do anything as it sees fit (including without limitation but, subject to the Purchaser's consent, which must not be unreasonably withheld or delayed) terminate Tenancies in order to recover moneys, including but not limited to estimated payments, rental, outgoings and GST, owed by the Tenant/s;
- b) the Vendor may do all things reasonably for the property management of the Property (including without limitation but subject to the Purchaser's consent which must not be unreasonably withheld or delayed) grant new Tenancies on the best terms that may be reasonably obtained for those parts of the Property that are now or which may become vacant.

20.8 On the Settlement Date:

- a) an adjustment must be made in relation to all Non-recoverables. The Vendor is responsible for Non-recoverables apportionable to the period prior to and on the Settlement Date and the Purchaser is responsible for the relevant Non-recoverables apportionable to the period after the Settlement Date.
- b) Recoverables are to be dealt with as follows:
 - (i) on the Settlement Date the Vendor must allow in the Purchaser's favour an amount equal to any contributions received by the Vendor from the Tenants which are contributions on account of Recoverables paid in advance (but not yet applied by the Vendor to payment of the relevant Outgoings);
 - (ii) on the Settlement Date the Purchaser must allow in the Vendor's favour an amount for Recoverables paid by the Vendor which have not been recovered from the Tenants.
- b) outgoings which are payable by the Tenant direct to third parties are not to be adjusted and the Vendor is not required to pay any of those Outgoings that may be unpaid at the Settlement Date;
- d) the Vendor must allow and adjust in the Purchaser's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period after the Settlement Date;
- e) the Purchaser must allow and adjust in the Vendor's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period up to and including the Settlement Date.

20.9 Notwithstanding Special Condition 20.8(e) the Purchaser (if requested by the Vendor):

- a) irrevocably appoints the Vendor or its Attorney to commence and continue legal proceedings after the Settlement Date in the Purchaser's name against the Tenants for recovery of Tenancy Arrears. If the Vendor commences those proceedings it must do so at its sole costs and it indemnifies the Purchaser against all costs the Purchaser may incur in relation to those proceedings;
- b) when requested by the Vendor the Purchaser must sign all documents and do all things necessary to transfer to the Vendor the Purchaser's rights to the Tenancy Arrears;
- c) must take the action the Vendor reasonably requires in connection with recovery of Tenancy Arrears.

☒ Special condition 21 – Solar Panels

This Special Condition applies if the sale includes solar panels.

The vendor makes no representations or gives any warranties whatsoever in respect of any solar panels installed on the property hereby sold including but not limited to their condition, state of repair, fitness for purpose or any benefits arising from the electricity generated by any solar panels save that they are owned by the vendor and are not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on settlement.

☒ Special condition 22 –COVID-19

- 22.1 The parties herein agree in the event a government within Australia requires any party to this contract, or the nominee of any party to this contract, to be quarantined or to be in self isolation due to COVID-19, 13 days or less before the settlement date, the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self isolation within two business days of being required to self isolate or quarantined.
- 22.2 If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.
- 22.3 For the benefit of both parties to this transaction, should either party be required to quarantine or self isolate due to COVID-19 the following provisions shall apply:
 - a) The other party cannot issue a Notice of Default on the party affected until such time as the party or a person that party is required to care for, has been medically cleared by a general practitioner or other specialist and permitted to leave the property or move in to the property sold;
 - b) The party seeking the benefit of this clause must, upon request of the other party, provide documentary evidence of the need for isolation or quarantine;
 - c) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property;
 - d) If the vendor is the party seeking the benefit of this clause, it shall do all things reasonably possible to vacate the property at a minimum of 24 hours prior to the settlement date.

End of Special Conditions

GUARANTEE

The following Guarantee and Indemnity shall be executed by each person who executes this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if a corporation):

I/We
of.....
and.....
of.....

(hereinafter called "the Guarantors") IN CONSIDERATION of the within named Vendor selling to the within named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth DO HEREBY 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 or Residue of Purchase Price or interest or other monies payable by the Purchaser(s) we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit residue of purchase money interest or other monies which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of Purchase Price which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser(s). This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by:

1. any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within Contract;
2. the performance or observance of any of the agreements obligations or conditions under the within Contract;
3. by time being given to the Purchaser(s) for any such payment performance or observance;
4. by reason of the Vendor assigning its rights under the said Contract; or
5. by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

IN WITNESS our hands and seals the day of 20_____

SIGNED SEALED AND DELIVERED by the said)
)
in the presence of:) Signature

Signature of Witness

Full name (please print)

SIGNED SEALED AND DELIVERED by the said)
)
in the presence of:) Signature

Signature of Witness

Full name (please print)

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay –
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser'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.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

DATED

2024

LORRAINE ELIZABETH HEYWOOD

to

CONTRACT OF SALE OF LAND

Property: 68 Railway Avenue, Garfield VIC 3814

RUSSO & RUSSO PTY LTD

Lawyers

150 Sydney Road
Brunswick Vic 3056

Tel: (03) 9387 8022

Ref: PR:LM:2024067

CONTRACT FOR SALE OF LAND

Lot 1 May Court, Garfield

Vendor: Lorraine Elizabeth Heywood



150 Sydney Road (PO Box 232)
Brunswick, Victoria 3056
DX 95615, Brunswick
t 9387 8022 | f 03 9387 5604

Ref: 2024064

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

Lot 1 May Court, Garfield 3814

Vendor's name

Peter John Heywood as Attorney under Power for Lorraine Elizabeth Heywood pursuant to Enduring POA dated 25 August 2007 which has not been revoked

Date

/ /

**Vendor's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents. AND, if applicable, the purchaser is to note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes (if applicable) laid outside registered easements.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

None to the vendor's knowledge, save as set out in the certificates attached hereto but otherwise none to the vendor's knowledge. BUT NOTE: The vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply ☒	Gas supply ☒	Water supply ☒	Sewerage ☒	Telephone services ☒
All services are available to the property but not connected				

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

Title search
Copy of plan
Planning certificate
Council certificate
Water certificate
State revenue office certificate
Vicroads certificate
Building certificate
Vendor/supplier GST withholding notice
Bushfire certificate



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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

Page 1 of 1

VOLUME 10466 FOLIO 215

Security no : 124117049535X
Produced 30/07/2024 10:32 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 331430C.
PARENT TITLE Volume 03351 Folio 161
Created by instrument PS331430C 06/09/1999

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LORRAINE ELIZABETH HEYWOOD of 68 RAILWAY AVENUE GARFIELD VIC 3814
AF631250R 06/02/2008

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS331430C 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: MAY COURT GARFIELD VIC 3814

ADMINISTRATIVE NOTICES

NIL

eCT Control 19645T RUSSO & RUSSO PTY LTD
Effective from 13/03/2024

DOCUMENT END

Imaged Document Cover Sheet

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

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Document Identification	PS331430C
Number of Pages (excluding this cover sheet)	1
Document Assembled	30/07/2024 22:32

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PLAN OF SUBDIVISION	Stage No. _____	LTO use only EDITION	1	PS 331430C
----------------------------	--------------------	--------------------------------	----------	-------------------

Location of Land Parish: BUNYIP Township: _____ Section: _____ Crown Allotment: 21 (PART) Crown Portion: _____ LTO base record: CHART I Title References: VOLUME 3351 FOLIO 161 Last Plan Reference: LP 4761 (LOT 19) Postal Address: 66 RAILWAY AVENUE GARFIELD 3814 AMG Co-ordinates: E 383 500 (Of approx. centre of plan) N 5 783 000 Zone 55	Council Certification and Endorsement Council Name: <i>Cardinia - Shire Council</i> Ref: <i>594/001</i> 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 <i>9/9/94</i> 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. (iii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate _____ Council Seal _____ Date <i>1/9/99</i> Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate _____ Council Seal _____ Date <i>1/9/99</i>	LTO use only Statement of Compliance / Exemption Statement Received ☒ Date <i>6/9/99</i> LTO use only PLAN REGISTERED TIME <i>11:15am</i> DATE <i>6/9/99</i> Assistant Registrar of Titles				
Vesting of Roads or Reserves <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:15%;">Identifier</th> <th>Council/Body/Person</th> </tr> <tr> <td style="text-align: center;">Nil</td> <td style="text-align: center;">Nil</td> </tr> </table>			Identifier	Council/Body/Person	Nil	Nil
Identifier	Council/Body/Person					
Nil	Nil					

Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	3	THIS PLAN	LAND IN THIS PLAN
E-1	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER LIMITED
E-2	DRAINAGE	3	THIS PLAN	LAND IN THIS PLAN
E-2	SEWERAGE	3	THIS PLAN	SOUTH EAST WATER LIMITED
E-2	WATER	3	THIS PLAN	LOT 1 ON THIS PLAN

Sheet 1 of 1 Sheet

FRANCIS O'HALLORAN & CO.
 Consulting Surveyors and Property Planners
 32 Peel Street Collingwood Victoria 3066
 Telephone (03) 9419 8422 Fax (03) 9415 1370

SCALE	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT) <i>Kenneth J. Roberts</i>	SIGNATURE _____	DATE <i>30/8/1999</i>
20 10 0 20 40	1:1000	A3	REF 5826	VERSION 3	COUNCIL DELEGATE SIGNATURE _____

Sheet 1 of 1 Sheet

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1007274

APPLICANT'S NAME & ADDRESS

RUSSO & RUSSO C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

HEYWOOD, LORRAINE ELIZAB

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

4356

This certificate is issued for:

LOT 1 PLAN PS331430 ALSO KNOWN AS MAY COURT GARFIELD
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

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

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

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

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

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

25 February 2024

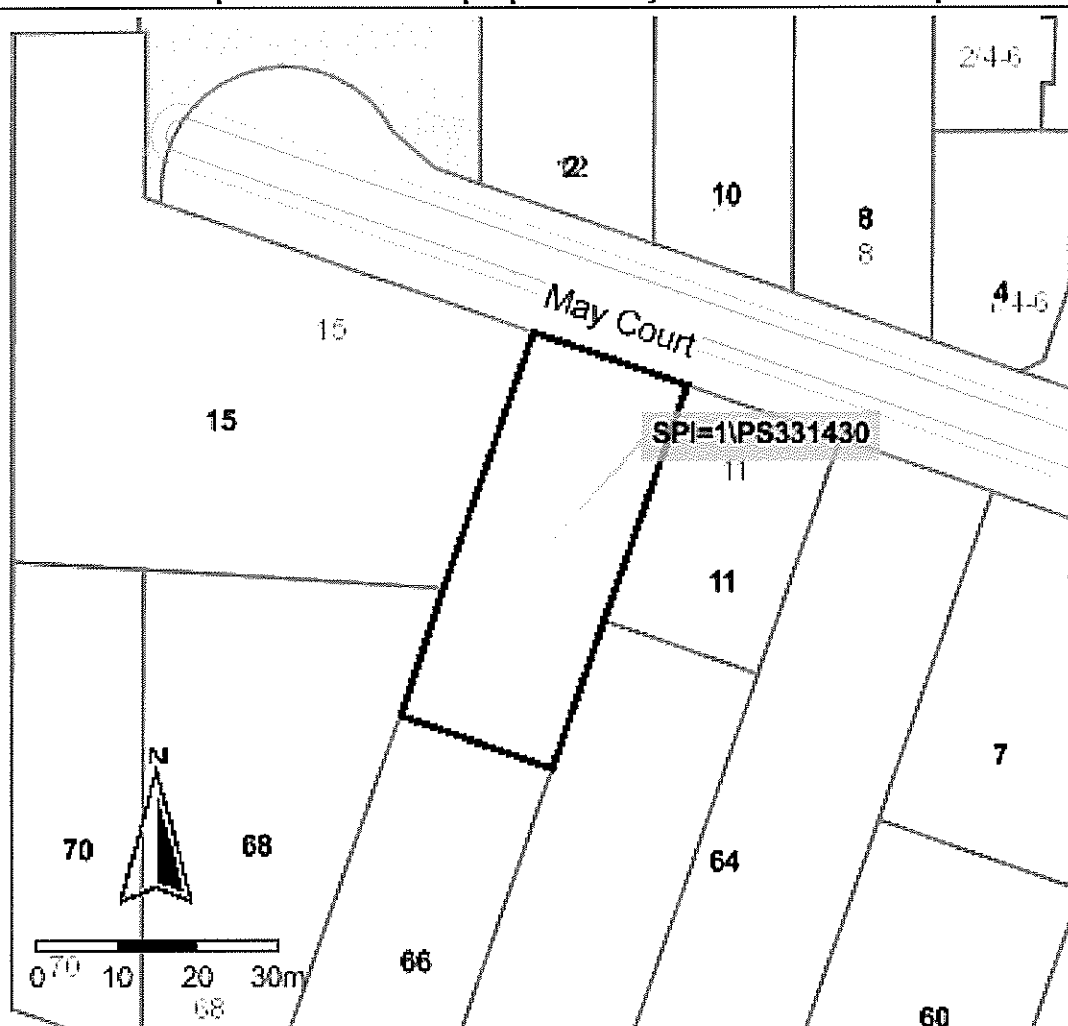
Sonya Kilkeny
Minister for Planning

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

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

If this property is different to the one expected, you can phone (03) 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.



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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.

LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021



Russo & Russo C/InfoTrack (Leap) c/LANDATA
DX 250639
Melbourne Vic 3001

CERTIFICATE NO: 80700
APPLICANT REFERENCE: 73716954-013-8
DATE: 31/07/2024

This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 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 Council or the relevant Authority.
A fee may be charged for such information.

ASSESSMENT NO:	4545450600	VALUATIONS	
PROPERTY LOCATION:	May Ct	SITE VALUE:	390000
	Garfield 3814	CAPITAL IMPROVED VALUE:	390000
TITLE DETAILS:	L1 PS331430 V10466 F215	NET ANNUAL VALUE:	19500
		LEVEL OF VALUE DATE:	01/01/24
		OPERATIVE DATE:	01/07/24

PROPERTY RATES & CHARGES

Rates and charges for the financial year ending 30 June 2025

<u>RATES & CHARGES</u>	LEVIED	BALANCE
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$820.60	\$820.60
INTEREST		\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$165.93	\$165.93
GARBAGE	\$0.00	\$0.00
GREEN WASTE LEVY	\$0.00	\$0.00

SPECIAL RATES /SPECIAL CHARGES

SCHEME NAME	ESTIMATED AMOUNT	PRINCIPAL BALANCE	INTEREST BALANCE
		\$0.00	\$0.00
		TOTAL SCHEME BALANCE	\$0.00

OPEN SPACE CONTRIBUTION

TOTAL OUTSTANDING **\$986.53**



Bill code: 858944
Reference: 45454506002

**LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021**

May Ct
Garfield
L1 PS331430 V10466 F215

NOTICES AND ORDERS

Other Notices or Orders on the land that have been served by Council under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

OPEN SPACE CONTRIBUTION

Any outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958:

FLOOD LEVEL

A flood level has not been designated under the Building Regulations 1994.
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

POTENTIAL LIABILITIES

Notices and Orders issued as described above:

Other:

ADDITIONAL INFORMATION

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

I acknowledge having received the sum of \$29.70 being the fee for this certificate.

Delegated Officer:



CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.
PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.

Russo & Russo C/- InfoTrack (LEAP)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1 MAY COURT GARFIELD 3814
1 PS 331430

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62E//19705/8	LANDATA CER 73716954-023-7	30 JULY 2024	47212695

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Melbourne Water Corporation Total Service Charges	01/07/2024 to 30/09/2024	\$30.52
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(b) By South East Water

Subtotal Service Charges	\$30.52
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TOTAL UNPAID BALANCE	\$30.52
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- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

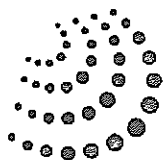
AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications

PO Box 2268, Seaford, VIC 3198



Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



ASSET INFORMATION - SEWER & DRAINAGE

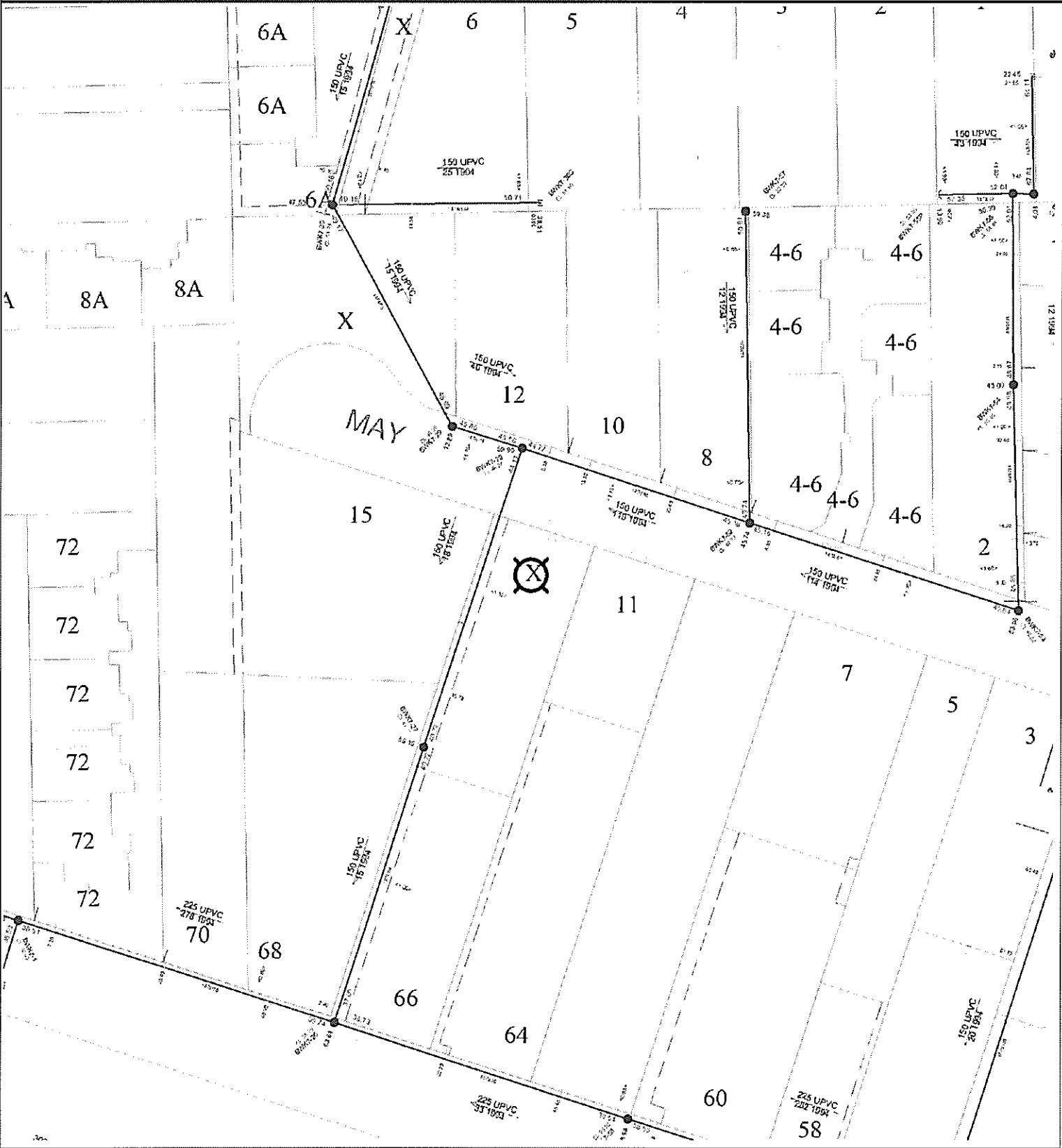
Property: Lot 1 LOT 1 MAY COURT GARFIELD 3814



Case Number: 47212695



Date: 30JULY2024



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway



ASSET INFORMATION - WATER

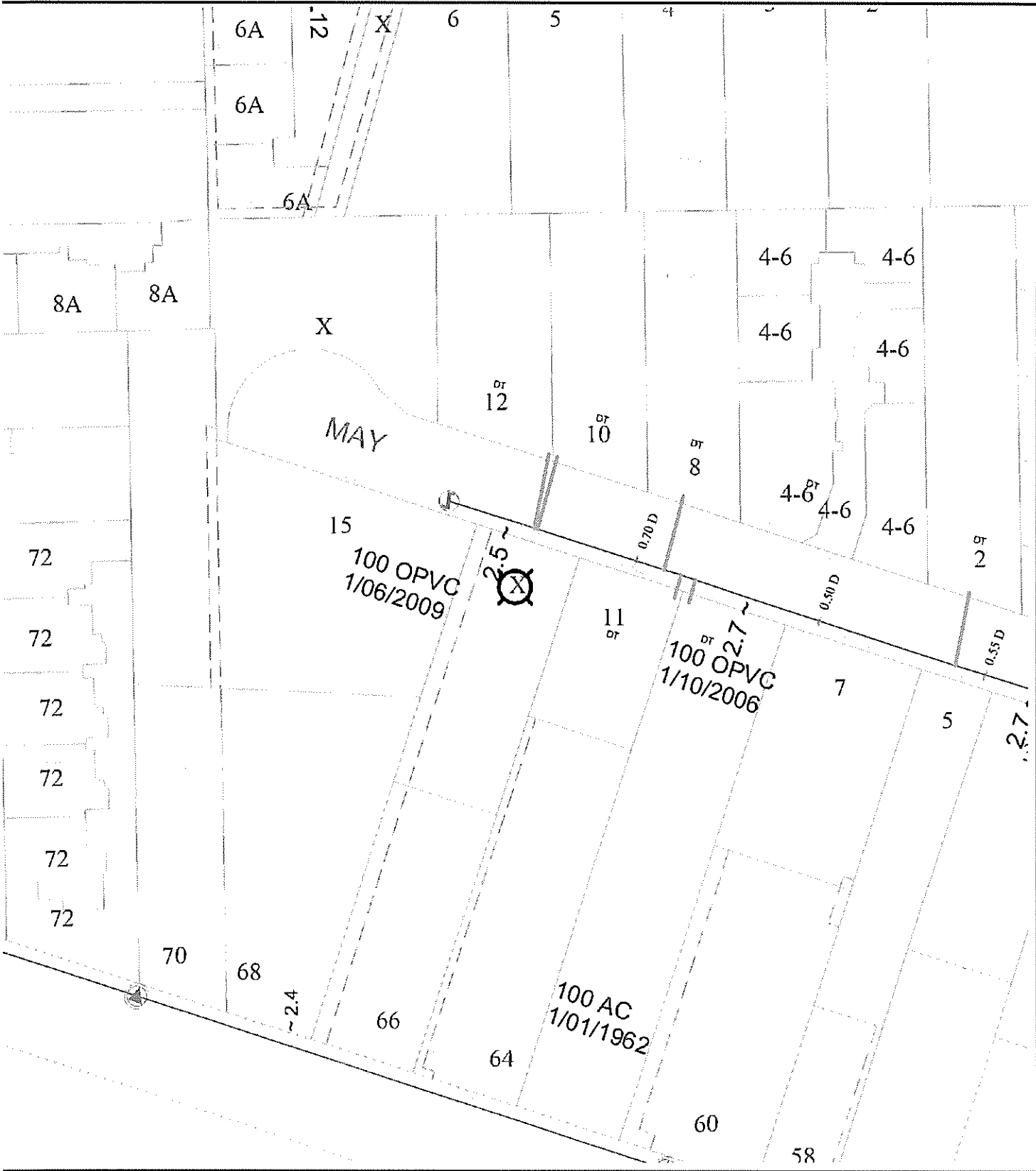


Property: Lot 1 LOT 1 MAY COURT GARFIELD 3814

Case Number: 47212695



Date: 30JULY2024



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Water Main Valve
	Easement		Water Main & Services
			Hydrant
			Fireplug/Washout
			~ 1.0 Offset from Boundary



ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

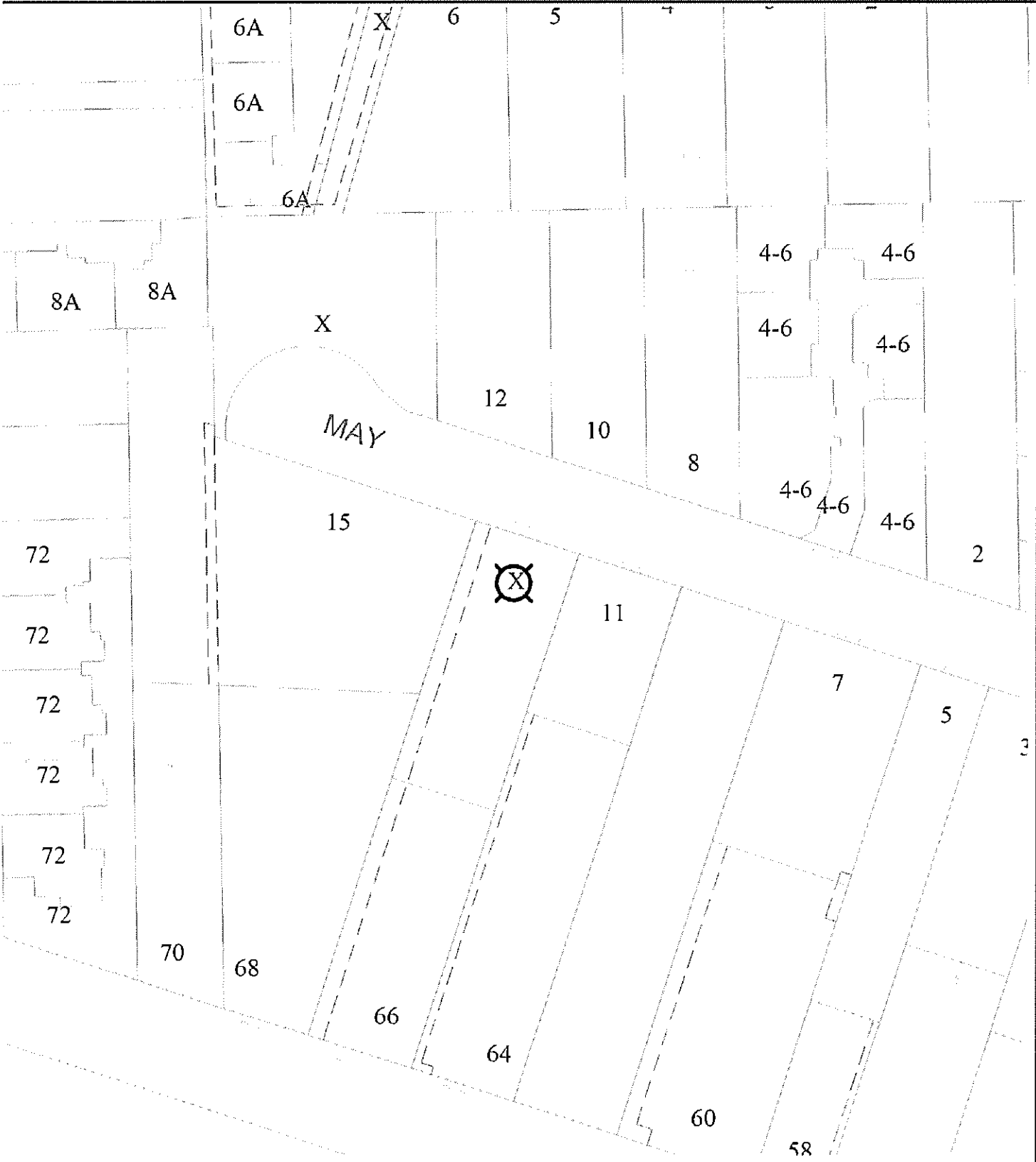
Property: Lot 1 LOT 1 MAY COURT GARFIELD 3814



Case Number: 47212695



Date: 30JULY2024



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LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 25 February 2024 10:33 PM

PROPERTY DETAILS

Address: **MAY COURT GARFIELD 3814**
Lot and Plan Number: **Lot 1 PS331430**
Standard Parcel Identifier (SPI): **1\PS331430**
Local Government Area (Council): **CARDINIA**
Council Property Number: **4545450600**
Planning Scheme: **Cardinia**
Directory Reference: **Vicroads 718 H3**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

OTHER

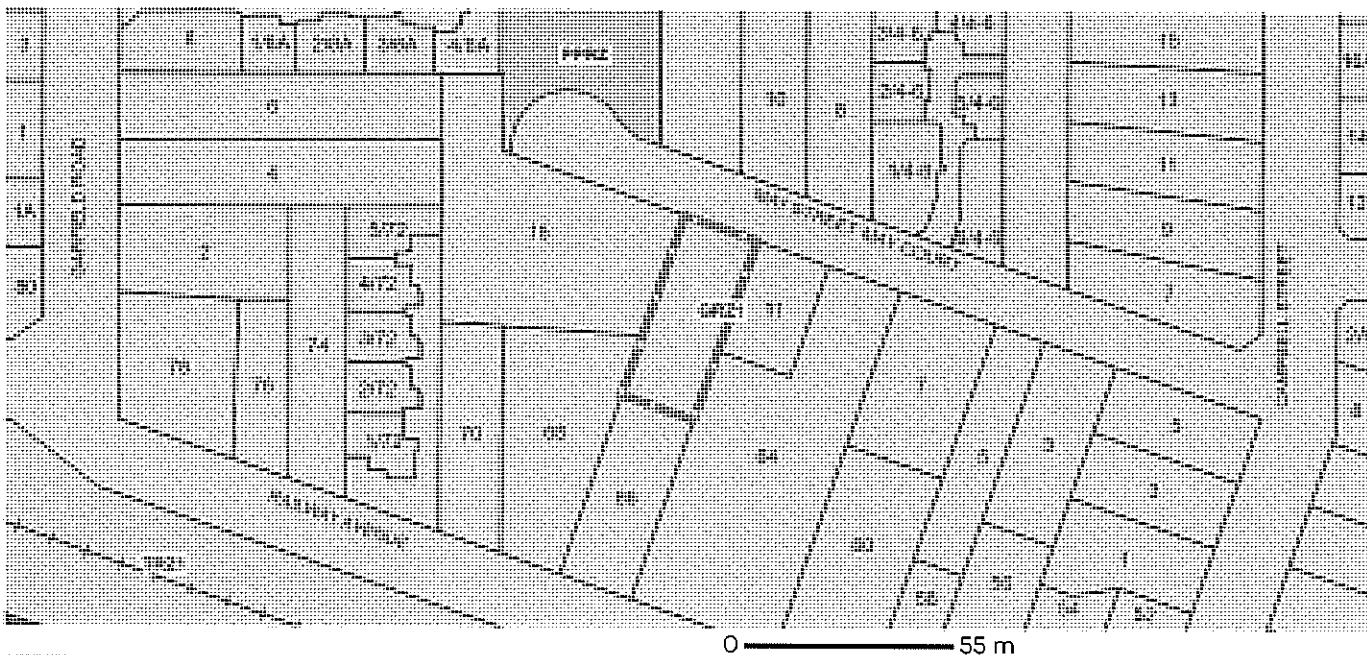
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential
PPRZ - Public Park and Recreation
TRZ1 - State Transport Infrastructure
TRZ2 - Principal Road Network
Railway line

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

Planning Overlay

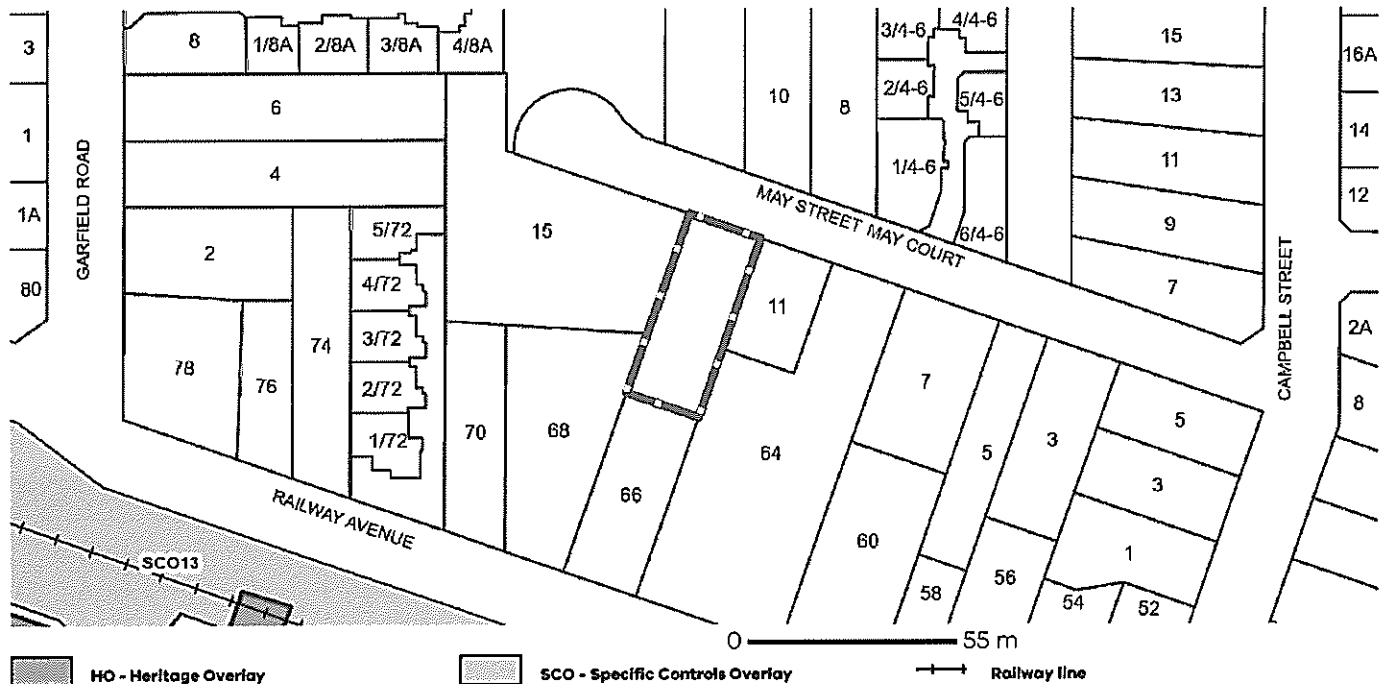
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIFIC CONTROLS OVERLAY (SCO)



Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

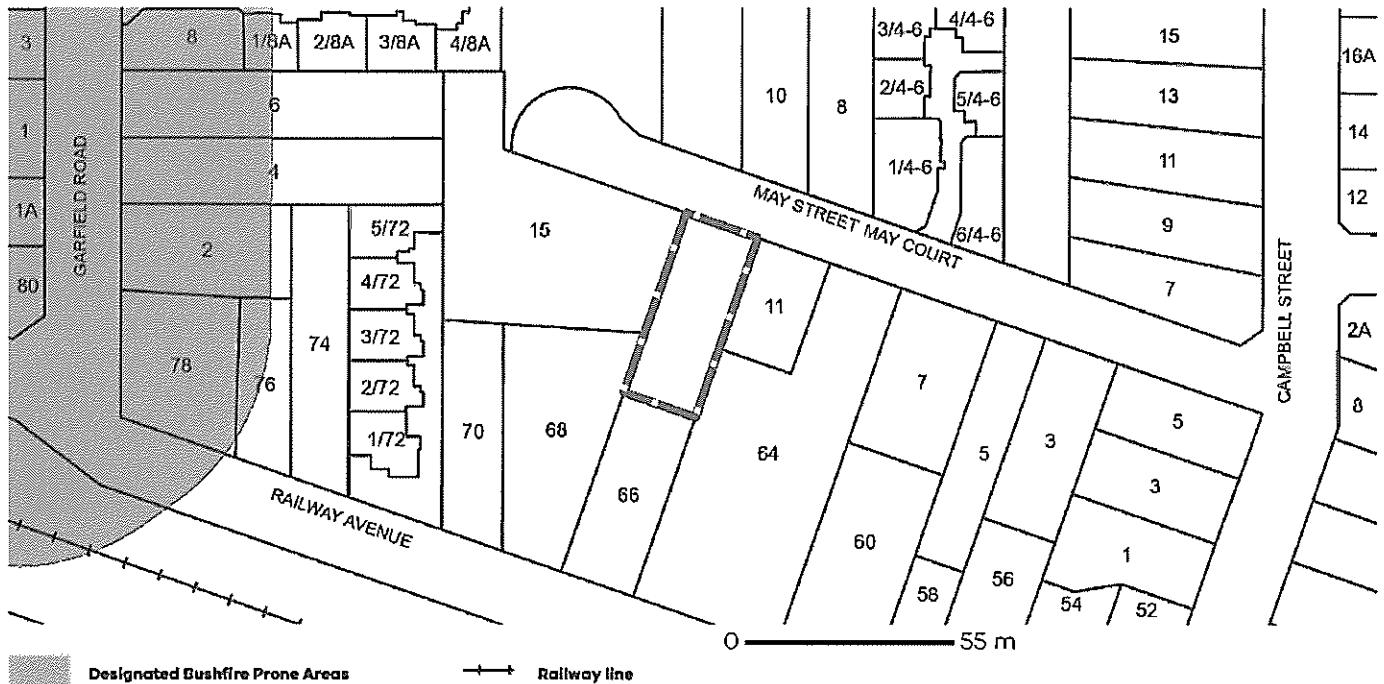
Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Extract of EPA Priority Site Register

Page 1 of 2

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: MAY COURT

SUBURB: GARFIELD

MUNICIPALITY: CARDINIA

MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 96 Reference C3

DATE OF SEARCH: 26th February 2024

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness



Extract of EPA Priority Site Register

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

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Russo & Russo C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4356

NO PROPOSALS. As at the 25th February 2024, 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®.

MAY COURT, GARFIELD 3814
SHIRE OF CARDINIA

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: 25th February 2024

Telephone enquiries regarding content of certificate: 13 11 71

Property Clearance Certificate
Land Tax



INFOTRACK / RUSSO & RUSSO
Your Reference: 2024064
Certificate No: 71777850
Issue Date: 26 FEB 2024
Enquiries: ESYSPROD

Land Address: MAY COURT GARFIELD VIC 3814

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 27446114, 1, 331430, 10466, 215, \$2,490.16

Vendor: LORRAINE ELIZAB HEYWOOD
Purchaser: FOR INFORMATION PURPOSES

Table with 6 columns: Current Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total. Row 1: MRS LORRAINE ELIZABETH HEYWOOD, 2024, \$425,000, \$2,490.16, \$0.00, \$2,490.16

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Table with 6 columns: Current Vacant Residential Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total

Comments:

Table with 5 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.
[Signature]
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Description, Value. Row 1: CAPITAL IMPROVED VALUE: \$425,000. Row 2: SITE VALUE: \$425,000. Row 3: CURRENT LAND TAX CHARGE: \$2,490.16



Notes to Certificate - Land Tax

Certificate No: 71777850

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,725.00

Taxable Value = \$425,000

Calculated as \$1,350 plus (\$425,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 71777850

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 71777850

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/pay/landtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / RUSSO & RUSSO

Your Reference: 2024064
Certificate No: 71777850
Issue Date: 26 FEB 2024

Land Address: MAY COURT GARFIELD VIC 3814

Lot	Plan	Volume	Folio
1	331430	10466	215

Vendor: LORRAINE ELIZAB HEYWOOD
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 71777850

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 71777858

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 71777858

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

PROPERTY INFORMATION CERTIFICATE
Building Regulations 2018
Regulation 51(1)

27 February 2024

Property number: 4545450600
Your reference: 71952499-015-4
Receipt number: -

Russo & Russo C/- InfoTrack (LEAP) c/o LANDATA

Land (property) Address: Lot 1 May Court Garfield VIC 3814

Regulation 51(1)

Building Permits or certificates of final inspection issued by the relevant Building Surveyor for the construction on the property during the last 10 years are as follows:

Permit No:	Permit Issue Date:	Final Certificate Date:
Details of Build:		
Building Surveyor:		

Please note that Council is unaware of any current statement(s) issued under the Building Act 1993 and Building Regulations 2018 Notices or Orders currently against the property.

Outstanding building related orders or Notices pertaining to the Building Act 1993: -

Type	Issue Date	Details

Residential Notes:

- As of 1 December 2019, all pools and spas must be registered with Council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.
- The Building Regulations also require working Smoke Alarms to be installed within all residential buildings. Fines or prosecution may result if these legal requirements are not satisfied.
- As of the 11 March 2009 all building works for Class1, Class 2, Class 3 and associated 10a buildings must comply with the Bushfire protection requirements of the Building Code of Australia as required by the Bushfire construction Regulations 2018.

Note: This summary is an extract of Council's records only made at the date the information is provided. The information provided does not guarantee the status of the building. An inspection has not been specifically conducted because of your enquiry. The reply provided has been prepared as accurately as possible as at the date of the reply, from information currently available to Council. Council accepts no liability for any omissions or errors contained in the information supplied. Where any doubt or concern is raised professional advice should be sought.

Yours sincerely,



Lisa Fuss - Administration Officer Regulatory Services



SECTION 111 CERTIFICATE

I, EDWARD ARTHUR NEWMAN, Solicitor of 14 Archer Road Garfield in the State of Victoria DO HEREBY CERTIFY that the within writing is a true and complete copy of the original Enduring Power of Attorney (Financial) .
DATED this 27th day of August 2007

E. A. NEWMAN

FORM 1

EDWARD ARTHUR NEWMAN
14 Archer Road, Garfield 3814

An Australian legal practitioner within the meaning of the Legal Profession Act 2004

ENDURING POWER OF ATTORNEY (FINANCIAL)

This Enduring Power of Attorney is made on the 25th day of August 2007

1. I, LORRAINE ELIZABETH HEYWOOD Widow of 68 Railway Avenue Garfield in the State of Victoria HEREBY APPOINT my daughter JANET CHRISTINE WHITE Registered Nurse of 345 Shepparton-Euroa Road Kialla East and my son PETER JOHN HEYWOOD Manufacturer of 26 Clearview Court Garfield in the said State to be my attorneys jointly and severally. *L. E. Heywood*
 2. I authorize my joint and severally attorneys to do on my behalf any thing I may lawfully authorize my attorneys to do.
 3. The authority of my attorneys is not subject to any condition or limitation or instruction.
 4. I declare that this power of attorney commences immediately.
 5. I declare that this power of attorney will continue to operate and have full force and effect even if I subsequently become legally incapable.
 6. I declare that all previous enduring powers of attorney signed by me are hereby revoked.
- SIGNED by the said LORRAINE ELIZABETH HEYWOOD

L. E. Heywood

CERTIFICATE OF WITNESSES

We, EDWARD ARTHUR NEWMAN Solicitor and GWENETH ROSEMARY NEWMAN both of 14 Archer Road Garfield in the said State
DO HEREBY CERTIFY -

- (a) THAT the donor has signed this enduring power of attorney freely and voluntarily in our presence, and
- (b) THAT at the time of signing the donor appeared to each of us to have the capacity necessary to make the enduring power of attorney.

E. A. Newman (Edward Arthur Newman)

Gweneth Newman (Gweneth Rosemary Newman)

STATEMENT OF ACCEPTANCE

I, JANET CHRISTINE WHITE and I, PETER JOHN HEYWOOD as above in the said State on the 25th day of August 2007 accept appointment as attorney under this enduring power of attorney and I undertake

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor, and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests, and
- (c) to exercise the powers conferred in accordance with Part X1A of the Instruments Act 1958.

Janet Christine White (JANET CHRISTINE WHITE)

Peter Heywood (PETER JOHN HEYWOOD)

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To:

Purchaser/recipient:

Property address: Lot 1 May Court, Garfield

Lot no.: 1 Plan of subdivision: PS 331430C

[Cross out whichever is not applicable]

The Purchaser/recipient 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.

OR

The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:

Withholding amount: \$ _____

The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: _____

Vendor/supplier ABN: _____

From: Vendor/supplier: Lorraine Elizabeth Heywood

Dated: 05/08/2024

Signed by or on behalf of the vendor/supplier: *Leah Manion*

Notes - not part of notice

1. When using the Law Institute of Victoria 'GST withholding' special condition note the requirement in 15B.8 to give the notice at least 14 days before the due date for settlement.
2. A notice is required to be given for an input taxed supply of land even though there is no withholding obligation. Residential premises which are not new are input taxed.
3. For potential residential land, where the recipient of supply is registered and acquires for a creditable purpose, neither the obligation to notify nor the withholding obligation applies.
4. Land on which there is no residential premises, but in relation to which there is potential for residential premises, is potential residential land sufficient to trigger the obligation to notify.
5. A supply of land which is designated as a supply of a going concern or land used for a farming business and which meets the requirements for an exemption will be GST-free and not taxable. Consequently, although there may have been an obligation to notify, the supply will not attract the withholding obligation.
6. There is some debate about whether the notice needs to be signed by the supplier/vendor.
7. Additional information will need to be inserted in the form where there is non-monetary consideration and this will affect the amount of the withholding.
8. If nomination occurs after a notification has been given, a fresh notification will be required.

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

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

Print name(s) of person(s) signing: Peter John Heywood as Attorney under Power for Lorraine Elizabeth Heywood pursuant to Enduring POA dated 25 August 2007 which has not been revoked

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Neilson Partners First National
130 Main St
Pakenham 3810

Email: nyall.g@neilsonpartners.com.au

Tel: (03) 5941 4444 Mob: 0409 560 778

Ref: Nyall Greene

Vendor

Peter John Heywood as Attorney under Power for Lorraine Elizabeth Heywood dated 25 August 2007 which has not been revoked

Vendor's legal practitioner or conveyancer

Russo & Russo Pty Ltd
150 Sydney Road, Brunswick Vic 3056
PO Box 232, Brunswick VIC 3056

Email: leah@russoandrusso.com.au

Tel: (03) 9387 8022

Ref: PR:LM: 2024064

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10466	Folio	215	1	331430C

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

The land IS VACANT LAND.

Property address

The address of the land is: Lot 1 May Court, Garfield 3814

Goods sold with the land **if applicable** (general condition 6.3(f)) All fixtures and fittings of a permanent nature including electric light fittings, internal window coverings, external window coverings, and fixed floor coverings.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice. See attached copy of Lease.

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

☒ Special condition 1 - Auction

If the property is offered for sale by public auction, it shall be subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2004 or any rules prescribed by regulation which modify or replace those Rules.

☒ Special condition 2 - Construction

In the interpretation of this Agreement, unless inconsistent with the context:

- (a) A reference to:
- (i) The Property includes a reference to any part of the Property;
 - (ii) A natural person includes a reference to a firm, corporation or other corporate body and vice versa;
 - (iii) The singular includes a reference to the plural and vice versa;
 - (iv) A gender includes a reference to any other gender;
 - (v) "dollars" or "\$" will be taken as referring to amounts in Australian currency;
 - (vi) Any law includes a reference to that law as amended, consolidated, replaced or re-enacted from time to time, and any regulation, instrument, by-law or other subordinate legislation made or issued under it;
 - (vii) A person or body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable; and
 - (viii) A party to this Contract includes a reference to that party's personal representatives, administrators, successors and assigns.
- (b) If a party to this Contract is comprised of more than one person, this Contract bind them jointly and each of them severally.
- (c) An obligation imposed by this Contract on or in favour of more than one person binds or benefits all of them jointly and each of them individually.
- (d) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Contract.
- (e) "the Act" means the *Sale of Land Act 1962* (Vic.)
- (f) "Annexure" means an annexure to this Contract;
- (g) "Business Day" means a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or public holiday;
- (h) "Contract" means this Contract of Sale of Real Estate and the Annexures;
- (i) "Nominee" means a person or body corporate nominated by the Purchaser as a substitute or additional Purchaser in accordance with Special Condition 23;
- (j) "Property" means the Land and Goods; and
- (k) "Vendor's Statement" means the statement signed by the Vendor and given to the Purchaser in accordance with section 32 of the Act, a copy of which is annexed to this Contract.

☒ Special condition 3 - Purchaser's Acknowledgements

The Purchaser acknowledges that:

- (a) The Purchaser has entered into this Contract solely on the basis of the Purchaser's own inspection of the Property and the Purchaser's own enquiries;
- (b) Any information, promise, representation or warranty which may have been made by the Vendor, the Vendor's Agent or any other person for or on behalf of the Vendor:
- (i) Was not made with the intention or knowledge that it would be relied upon;
 - (ii) Has not in fact been relied upon by the Purchaser; and
 - (iii) If not set out in this Contract is expressly negatived and withdrawn.
- (c) Before signing this Contract or any prior contract for the Property and Purchaser received:
- (i) From the Vendor's Agent a statement in accordance with Section 51 of the Estate Agents Act 1980 (if applicable); and
 - (ii) From the Vendor or the Vendor's Agent a copy of the Vendor's Statement.

☒ Special condition 4 – Planning

The Purchaser buys the Property subject to all restrictions as to use under any planning schemes, planning permits, or orders and all other planning controls, regulations or by-laws made by any authority empowered by any legislation to control the use of the land. No

such restriction constitutes a defect in the Vendor's title or affects the validity of this contract and the purchaser must not make objection and is not entitled to any compensation from the vendor in respect thereof.

☒ **Special condition 5 - Condition of the Property**

5.1 The Purchaser agrees and acknowledges that the Purchaser:

- (a) Has inspected the Property as at the Day of Sale;
- (b) Accepts and purchases the Property in its state of repair and condition as at the Day of Sale and subject to any defects, need for repair or infestation;
- (c) Will accept the Property in that condition (subject to fair wear and tear) at settlement;

5.2. The Vendor makes no warranty or representation as to the suitability or fitness of the Property for any purpose whatsoever.

5.3 The Purchaser acknowledges that the improvements on the Property or any alterations thereto may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which such improvements or alterations were constructed. Any failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser may not rescind this Contract or make any requisition enquiry or claim any compensation from the Vendor for any such failure.

☒ **Special condition 6 – Breach**

The following sub-clause 32(c) is added to General Condition 32:

"32(c) The following losses and expenses are agreed to be reasonably foreseeable where applicable, and shall be deemed to be "reasonable expenses" or reasonably foreseeable losses for the purposes of general condition 32 of this Contract:

- (i) interest charges and other expenses payable by the Vendor as Mortgagor under any existing mortgage, charge or any other like encumbrance over the property calculated from the due date for settlement;
- (ii) legal costs and expenses as between solicitor and client;
- (iii) loss of rent the Vendor may sustain as a result of the delayed settlement, from the Contract settlement date to the actual settlement date caused by the Vendor having given the Tenant notice to vacate the property in anticipation of settlement occurring on the Contract settlement date;
- (iv) fees paid for removalist expenses as a result of delayed settlement;
- (v) penalty interest incurred by the Vendor as a result of the Vendor's delayed settlement of a property that the Vendor has purchased that was:
 - (aa) due to have settlement on the same date as the Vendor's sale property and/or;
 - (bb) was to have utilised the proceeds of the sale property."

☒ **Special condition 7 – Loss or damage before settlement**

General Conditions 31.4 to 31.5 and 31.6 inclusive are hereby deleted.

☒ **Special condition 8 – Entire Agreement**

This Contract and the terms and conditions set out herein constitute the whole and entire agreement between the Vendor and the Purchaser.

☒ **Special condition 9 – Foreign Acquisitions and Takeovers Act 1975**

9.1 The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) requiring the obtaining of consent to this Contract either:

- (a) Do not apply to this Contract; or
- (b) Have been complied with by the Purchaser.

9.2 The Purchaser agrees to indemnify and keep indemnified the Vendor against all costs and damages which may be incurred by the Vendor as a consequence of a breach of the warranty contained in Special Condition 11.1.

9.3 This Special Condition shall not merge upon completion.

☒ **Special condition 10 – Stamp Duty**

10.1 The Purchaser acknowledges that the Purchaser shall be liable for any and all duty assessed in relation to the sale and transfer of the Property pursuant to the *Duties Act 2000* (Vic) ("duty") and such further supplemental or additional duties as may be required, demanded or assessed by the State Revenue Office.

10.2 The Purchaser acknowledges and agrees that neither the Vendor nor anyone on its behalf has made any warranty or representation to the Purchaser as to the duty payable by the Purchaser in connection with the sale and transfer of the Property and that the Purchaser has made its own enquiries and investigations and relied on its own judgement and independent advice with respect to such matters.

10.3 The Purchaser agrees that the Purchaser shall make no claim against the Vendor with respect to the assessment or payment of stamp duty and without any way limiting the generality of the foregoing the Purchaser shall not make any requisition or objection or claim any compensation against the Vendor in relation to the amount of duty assessed or payable in respect of

the sale and transfer of the Property.

10.4 The Purchaser indemnifies and shall keep indemnified the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner from any claim, cost, demand, penalty, liability or expense incurred by the Vendor in relation to any duty assessed in respect of the sale and transfer of the Property.

10.5 This Special Condition will not merge upon completion.

☒ Special condition 11 – Purchasers buying in unequal interests

11.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure that this Contract correctly records the proportions in which they are buying the Property ("the proportions").

11.2 The Purchaser shall be liable for any additional duty which may be assessed if the proportions recorded in the Transfer of Land vary from the proportions recorded in this Contract.

11.3 The Purchaser indemnifies the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner fully against any and all claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of any variation in the proportions in the Transfer of Land from the proportions recorded in this Contract.

11.4 This Special Condition shall not merge on completion.

☒ Special condition 12 – Waiver

12.1 The Purchaser's obligation to:

(a) Pay the price interest and other money payable under this Contract; and

(b) To perform and observe the terms and conditions of this Contract and the right of the Vendor to enforce each and every obligation;

Are not waived or deemed to be waived diminished varied prejudiced or otherwise affected by:

(c) Any time indulgence or forbearance allowed or granted or extended by the Vendor to the Purchaser; or

(d) By any acceptance by the Vendor of payments tendered by the Purchaser otherwise than in accordance with this Contract.

12.2 Time is and shall remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor, the Vendor's Agent or the Vendor's Legal Practitioner.

☒ Special condition 13 – Non-Merger

The provisions of this Contract do not merge in the instrument of transfer or on completion and continue to bind the parties to the extent that any of them are capable of being complied with after settlement.

☒ Special condition 14 – Transfer of Land

General Condition 10, shall be amended by adding the following.

10.3 If the Purchaser does not deliver the transfer of land document to the Vendor in accordance with General Condition 10.1 the Vendor may delay settlement until ten (10) business days after the Vendor receives the transfer of land document.

10.4 If settlement is delayed in accordance with Special Condition 16.1, the Purchaser must pay to the Vendor:

(a) Interest from the due date for settlement until the date on which settlement occurs or ten (10) business days after the Vendor receives the transfer of land document, 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.

☒ Special condition 15 – Building Regulations

15.1 The Purchaser acknowledges that all dwellings and/or units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations 1994 and acknowledges that the Purchaser must ensure compliance with the regulations at the Purchaser's cost and expense if the Vendor has not already complied.

15.2 The Purchaser acknowledges that if the Property includes a swimming pool or spa which is or may be required to be fenced in accordance with the building regulations, the Purchaser will be responsible for complying with the building regulations at the Purchaser's cost and expense.

☒ Special condition 16– Settlement

16.1 If settlement is required to be rescheduled beyond the scheduled settlement date as a result of any action or omission on the part of the Purchaser, the Purchaser shall pay to the Vendor any fees charges or expenses incurred by the Vendor as a result of the rescheduling of settlement, including but not limited to any fee charged by any settlement agent, bank or party involved in the transaction.

☒ Special condition 17 – Jurisdiction

17.1 This Contract shall be governed by and construed in accordance with the laws of the State of Victoria.

17.2 The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Victoria and

any courts which have jurisdiction to hear appeals from such courts.

- 17.3 The parties waive any right to object to any proceedings being brought in the courts of the State of Victoria because the venue is inconvenient, the courts lack jurisdiction or for any other reason whatsoever.

☒ **Special condition 18 – Guarantee and Indemnity**

If the Purchaser is or includes a corporation, or if the Purchaser shall nominate a corporation as a substitute or additional purchaser in accordance with General Condition 4 (other than a corporation listed on an Australian Stock Exchange) the Purchaser must provide to the Vendor or the Vendor's Legal Representative or Conveyancer within five (5) days of the Day of Sale or the date of nomination a Guarantee in the form of the Guarantee attached and executed by each of the directors that corporation.

☒ **Special condition 19 – Damage to Property prior to settlement**

The Purchaser acknowledges and accepts that if the property sustains damage after the day of sale but prior to settlement:

- (i) as a result of flooding or ingress of rain water or storm damage;
- (ii) as a consequence of cracking caused by land movement
- (iii) or other such events or causes that are out of the control of the Vendor

the Purchaser acknowledges and accepts that the Vendor:

- (a) may put in a claim under the Vendor's insurance (where applicable) and the Vendor shall meet the costs of the excess
- (b) shall not otherwise be responsible or liable to pay compensation to the purchaser for any such damage howsoever caused between the time the Contract of Sale was signed and the settlement date.

☐ **Special condition 20 – Tenancies**

This Special Condition applies if the property is subject to a lease.

- 20.1 In this Contract and unless the context otherwise requires:

"Bonds" means all money paid to the Vendor by the Tenants and all bank guarantees or bankers undertakings Tenants may have caused to be given to the Vendor as security for the performances of their obligations under the Tenancy Agreement.

"Estimated Payment" means an amount paid by the Tenant under a Tenancy on account of an amount that will be determined at a later date as the amount actually payable by the Tenant on the relevant account.

"Non-recoverables" means outgoings which are not recoverable;

"Outgoings" means all outgoings in relation to the Property whether recoverable from the Tenant or not and including without limitation:

- a) all rates and land taxes;
- b) all variable outgoings, apportionable outgoings or statutory outgoings;
- c) insurance premiums.

"Recoverables" means outgoings recoverable from the Tenants under the terms of the tenancy agreement.

"Tenancies" means the leases, tenancies, licences and other rights to occupy the premises including those identified as Encumbrances against the property in the Contract of Sale.

"Tenancy Arrears" means money owed by the Tenants to the Vendor in relation to Tenancies unpaid on the Settlement Date.

"Tenancy Documents" means documents held by the Vendor recording the Tenancies.

"Tenants" means tenants or occupiers of the Property identified as Encumbrances and any other person granted Tenancy after the Day of Sale.

- 20.2 The Purchaser acknowledges:

- a) that the Property is sold subject to the Tenancies and that it has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either that the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies.
- b) that even though the property is sold subject to a Lease as at the Day of Sale the Purchaser acknowledges that the Tenant may give the Vendor the required notice to vacate the Property following the Day of Sale. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

- 20.3 The Purchaser acknowledges that the Property is sold subject to the Tenancies and this is has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either whether the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies.

- 20.4 The Purchaser acknowledges that the Tenant may have installed their own property in the Property and may be entitled under the terms of their Tenancy to remove that property. The Purchaser must not make any requisition, objection or claim in relation to the identification of any property which the Tenants are entitled to remove from the Property or in relation to the removal of any of the property.

- 20.5 The Purchaser must after the Settlement Date comply with all the Vendor's obligations in relation to the Tenancy. At the Vendor's request the Purchaser must enter into a deed with the Tenants under which the Purchaser for itself and its successors in title confirms and agrees to comply with the Tenancies.

- 20.6 On or before the Settlement Date the Vendor will deliver to the Purchaser:

- a) the Tenancy Documents (which may either be originals or copies);

b) notice to the Tenants or Managing Agent advising of the change of ownership of the Property and directing the Tenants to pay future rental as directed by the Purchaser or its Solicitor.

20.7 Before the Settlement Date:

- a) The Vendor may do anything as it sees fit (including without limitation but, subject to the Purchaser's consent, which must not be unreasonably withheld or delayed) terminate Tenancies in order to recover moneys, including but not limited to estimated payments, rental, outgoings and GST, owed by the Tenant/s;
- b) the Vendor may do all things reasonably for the property management of the Property (including without limitation but subject to the Purchaser's consent which must not be unreasonably withheld or delayed) grant new Tenancies on the best terms that may be reasonably obtained for those parts of the Property that are now or which may become vacant.

20.8 On the Settlement Date:

- a) an adjustment must be made in relation to all Non-recoverables. The Vendor is responsible for Non-recoverables apportionable to the period prior to and on the Settlement Date and the Purchaser is responsible for the relevant Non-recoverables apportionable to the period after the Settlement Date.
- b) Recoverables are to be dealt with as follows:
 - (i) on the Settlement Date the Vendor must allow in the Purchaser's favour an amount equal to any contributions received by the Vendor from the Tenants which are contributions on account of Recoverables paid in advance (but not yet applied by the Vendor to payment of the relevant Outgoings);
 - (ii) on the Settlement Date the Purchaser must allow in the Vendor's favour an amount for Recoverables paid by the Vendor which have not been recovered from the Tenants.
- b) outgoings which are payable by the Tenant direct to third parties are not to be adjusted and the Vendor is not required to pay any of those Outgoings that may be unpaid at the Settlement Date;
- d) the Vendor must allow and adjust in the Purchaser's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period after the Settlement Date;
- e) the Purchaser must allow and adjust in the Vendor's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period up to and including the Settlement Date.

20.9 Notwithstanding Special Condition 20.8(e) the Purchaser (if requested by the Vendor):

- a) irrevocably appoints the Vendor or its Attorney to commence and continue legal proceedings after the Settlement Date in the Purchaser's name against the Tenants for recovery of Tenancy Arrears. If the Vendor commences those proceedings it must do so at its sole costs and it indemnifies the Purchaser against all costs the Purchaser may incur in relation to those proceedings;
- b) when requested by the Vendor the Purchaser must sign all documents and do all things necessary to transfer to the Vendor the Purchaser's rights to the Tenancy Arrears;
- c) must take the action the Vendor reasonably requires in connection with recovery of Tenancy Arrears.

☐ **Special condition 21 – Solar Panels**

This Special Condition applies if the sale includes solar panels.

The vendor makes no representations or gives any warranties whatsoever in respect of any solar panels installed on the property hereby sold including but not limited to their condition, state of repair, fitness for purpose or any benefits arising from the electricity generated by any solar panels save that they are owned by the vendor and are not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on settlement.

☒ **Special condition 22 –COVID-19**

- 22.1 The parties herein agree in the event a government within Australia requires any party to this contract, or the nominee of any party to this contract, to be quarantined or to be in self isolation due to COVID-19, 13 days or less before the settlement date, the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self isolation within two business days of being required to self isolate or quarantine.
- 22.2 If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.
- 22.3 For the benefit of both parties to this transaction, should either party be required to quarantine or self isolate due to COVID-19 the following provisions shall apply:
 - a) The other party cannot issue a Notice of Default on the party affected until such time as the party or a person that party is required to care for, has been medically cleared by a general practitioner or other specialist and permitted to leave the property or move in to the property sold;
 - b) The party seeking the benefit of this clause must, upon request of the other party, provide documentary evidence of the need for isolation or quarantine;
 - c) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property;
 - d) If the vendor is the party seeking the benefit of this clause, it shall do all things reasonably possible to vacate the property at a minimum of 24 hours prior to the settlement date.

End of Special Conditions

GUARANTEE

The following Guarantee and Indemnity shall be executed by each person who executes this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if a corporation):

I/We
of.....
and.....
of.....

(hereinafter called "the Guarantors") IN CONSIDERATION of the within named Vendor selling to the within named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth DO HEREBY 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 or Residue of Purchase Price or interest or other monies payable by the Purchaser(s) we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit residue of purchase money interest or other monies which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of Purchase Price which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser(s). This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by:

1. any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within Contract;
2. the performance or observance of any of the agreements obligations or conditions under the within Contract;
3. by time being given to the Purchaser(s) for any such payment performance or observance;
4. by reason of the Vendor assigning its rights under the said Contract; or
5. by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

IN WITNESS our hands and seals the day of 20

SIGNED SEALED AND DELIVERED by the said)
)
in the presence of:) Signature

Signature of Witness

Full name (please print)

SIGNED SEALED AND DELIVERED by the said)
)
in the presence of:) Signature

Signature of Witness

Full name (please print)

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay –
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser'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.
-

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

DATED

2024

**PETER JOHN HEYWOOD
AS ATTORNEY UNDER POWER FOR LORRAINE ELIZABETH HEYWOOD**

to

CONTRACT OF SALE OF LAND

Property: Lot 1 May Court, Garfield VIC 3814

RUSSO & RUSSO PTY LTD

Lawyers
150 Sydney Road
Brunswick Vic 3056

Tel: (03) 9387 8022
Ref: PR:LM:2024064

CONTRACT FOR SALE OF LAND
15 May Court, Garfield

Vendor: Lorraine Elizabeth Heywood



150 Sydney Road (PO Box 232)
Brunswick, Victoria 3056
DX 95615, Brunswick
t 9387 8022 | f 03 9387 5604

Ref: 2024065

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

15 May Court, Garfield 3814

Vendor's name

Peter John Heywood as Attorney under Power for Lorraine Elizabeth Heywood pursuant to Enduring Power of Attorney dated 25 August 2007 which has not been revoked

Date

/ /

**Vendor's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents. AND, if applicable, the purchaser is to note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes (if applicable) laid outside registered easements.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

None to the vendor's knowledge, save as set out in the certificates attached hereto but otherwise none to the vendor's knowledge. BUT NOTE: The vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

Nil.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6. OWNERS CORPORATION

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

6.1 The owners corporation is an inactive owners corporation.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply ☐

Gas supply ☐

Water supply ☐

Sewerage ☐

Telephone services ☐

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

Title search
Copy of plan
Planning certificate
Council certificate
Water certificate
State revenue office certificate
Vicroads certificate
Building certificate
Vendor/supplier GST withholding notice
Bushfire certificate

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

Page 1 of 1

VOLUME 11399 FOLIO 879

Security no : 124117049554B
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LAND DESCRIPTION

Lot 2 on Plan of Subdivision 621751P.
PARENT TITLE Volume 10371 Folio 616
Created by instrument PS621751P 22/01/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LORRAINE ELIZABETH HEYWOOD of 68 RAILWAY AVENUE GARFIELD VIC 3814
PS621751P 22/01/2013

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS621751P 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: 15 MAY COURT GARFIELD VIC 3814

ADMINISTRATIVE NOTICES

NIL

eCT Control 19645T RUSSO & RUSSO PTY LTD
Effective from 13/03/2024

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS621751P

DOCUMENT END

Imaged Document Cover Sheet

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

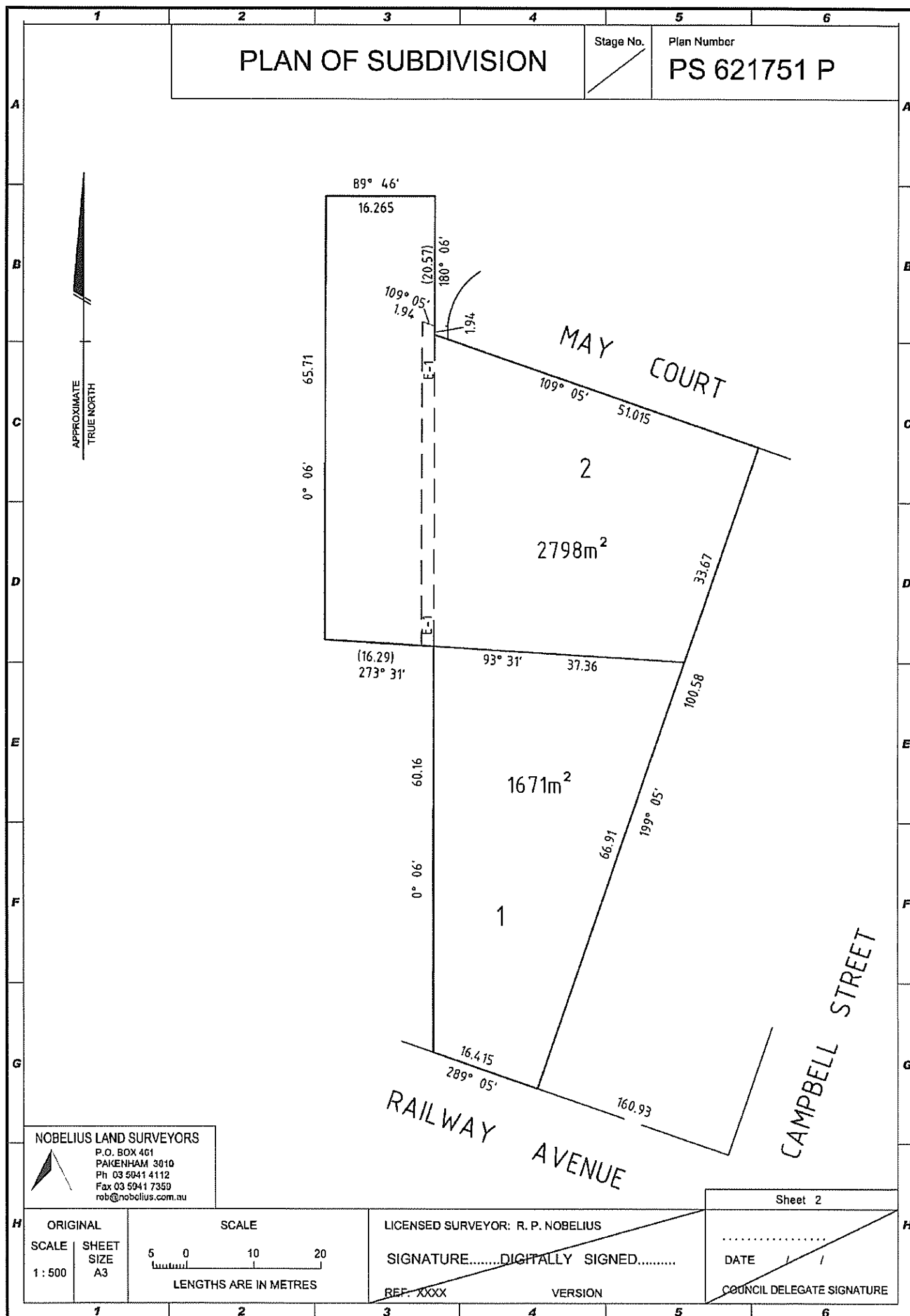
Document Type	Plan
Document Identification	PS621751P
Number of Pages (excluding this cover sheet)	3
Document Assembled	30/07/2024 22:36

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

PLAN OF SUBDIVISION				LRS use only EDITION 1	Stage No. 	Plan Number PS 621751 P
LOCATION OF LAND Parish: Bunyip Township: ---- Section: ---- Crown Allotment: 21B (ppt) Crown Portion: ---- LRS Base Record: DCMB Title Reference: V. 10371 F. 616 Last Plan Reference: Lot 2 LP 145659U Postal Address: 68 Railway Avenue (at time of subdivision) GARFIELD 3814 MGA94 Co-ordinates: E 383 940 (of approx. centre of land in plan) N 5 783 300 Zone: 55				COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME : CARDINIA REF: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads or Reserves						
Identifier	Council / Body / Person					
Nil		Nil				
Notations						
Depth Limitation: DOES NOT APPLY				Staging This is not a staged subdivision Planning Permit No. T070769		
This is a Spear Plan LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES				Survey This plan is not based on Survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.		
Easement Information						
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					LRS use only	
					Statement of Compliance/ Exemption Statement	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	Received ☒ DATE 22 / 01 / 2013	
E-1	Drainage	1.83	C/E A132432	C/T Vol. 3574 Fol. 766	LRS use only PLAN REGISTERED TIME 12:28pm DATE 22 / 01 / 2013 Jason Matthews Assistant Registrar of Titles	
					Sheet 1 of 2 sheets	
NOBELIUS LAND SURVEYORS  P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 Fax 03 5941 7359 rob@nobelius.com.au			LICENSED SURVEYOR: R. P. NOBELIUS SIGNATURE.....DIGITALLY SIGNED..... REF: 6598 VERSION B		 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	



Plan of Subdivision PS621751P
Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S002239V
Plan Number: PS621751P
Responsible Authority Name: Cardinia Shire Council
Responsible Authority Reference Number 1: S08/178
Surveyor's Plan Version: B

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made

Digitally signed by Council Delegate: Carolyn Murphy
Organisation: Cardinia Shire Council
Date: 16/10/2008



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 30/07/2024 10:36:45 PM

OWNERS CORPORATION 1
PLAN NO. PS621751P

The land in PS621751P is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Lots 1, 2.

Limitations on Owners Corporation:

Limited

Postal Address for Services of Notices:

68 RAILWAY AVENUE GARFIELD VIC 3814

OC003198J 22/01/2013

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC003198J 22/01/2013

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1	50	50
Lot 2	50	50
Total	100.00	100.00

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

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1007273

APPLICANT'S NAME & ADDRESS

**RUSSO & RUSSO C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS**

VENDOR

HEYWOOD, LORRAINE ELIZAB

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

4356

This certificate is issued for:

**LOT 2 PLAN PS621751 ALSO KNOWN AS 15 MAY COURT GARFIELD
CARDINIA SHIRE**

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a **GENERAL RESIDENTIAL ZONE - SCHEDULE 1**

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

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

25 February 2024

Sonya Kilkenny
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.

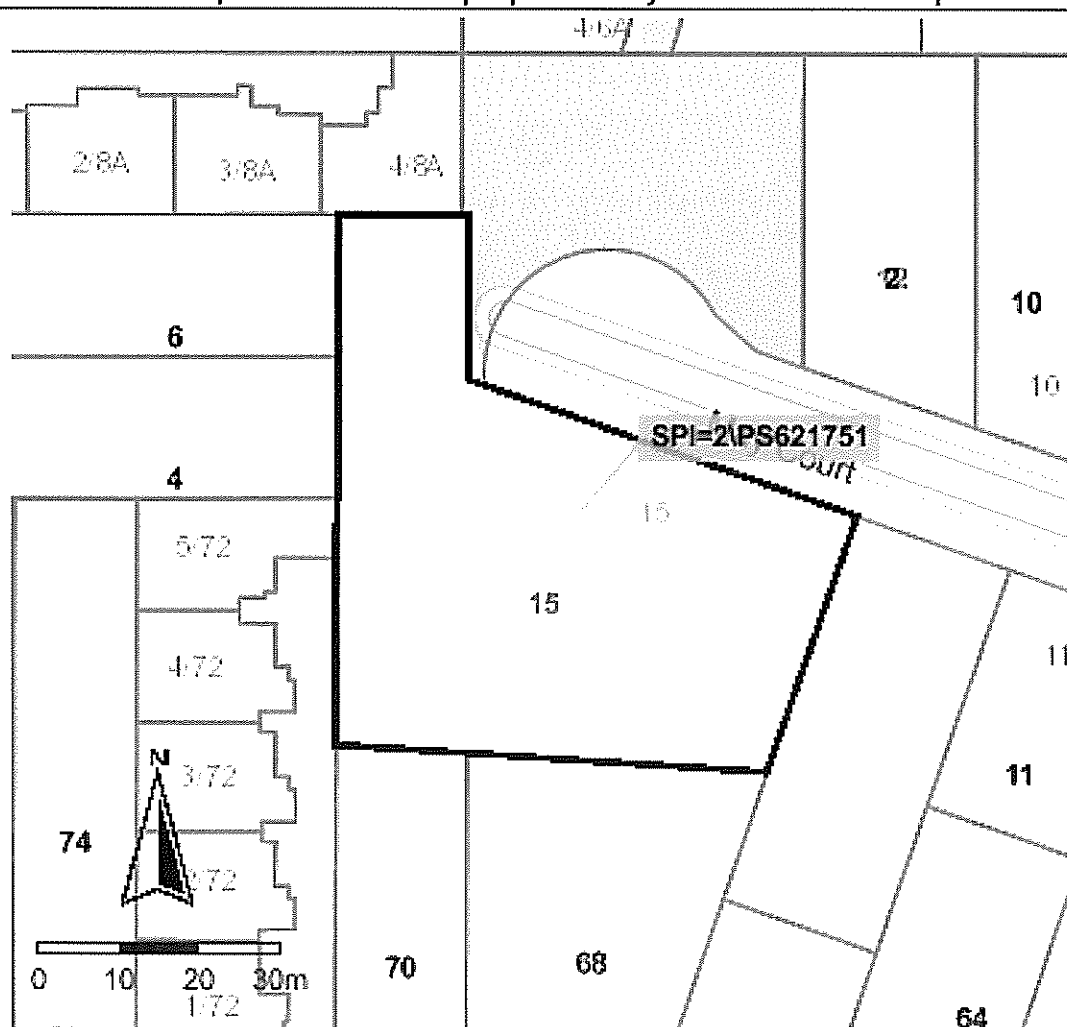
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.



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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.

LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021



Russo & Russo C/InfoTrack (Leap) c/LANDATA

DX 250639

Melbourne Vic 3001

CERTIFICATE NO: 80703

APPLICANT REFERENCE: 73716976-015-4

DATE: 31/07/2024

This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 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 Council or the relevant Authority.
A fee may be charged for such information.

ASSESSMENT NO:	5000007101	VALUATIONS	
PROPERTY LOCATION:	15 May Ct	SITE VALUE:	530000
	Garfield	CAPITAL IMPROVED VALUE:	745000
	3814	NET ANNUAL VALUE:	37250
TITLE DETAILS:	L2 PS621751 V11399 F879	LEVEL OF VALUE DATE:	01/01/24
		OPERATIVE DATE:	01/07/24

PROPERTY RATES & CHARGES

Rates and charges for the financial year ending 30 June 2025

<u>RATES & CHARGES</u>	<u>LEVIED</u>	<u>BALANCE</u>
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$1,567.55	\$1,567.55
INTEREST		\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$196.82	\$196.82
GARBAGE	\$361.70	\$361.70
GREEN WASTE LEVY	\$0.00	\$0.00

SPECIAL RATES /SPECIAL CHARGES

SCHEME NAME	ESTIMATED AMOUNT	PRINCIPAL BALANCE	INTEREST BALANCE
		\$0.00	\$0.00
		TOTAL SCHEME BALANCE	\$0.00

OPEN SPACE CONTRIBUTION

TOTAL OUTSTANDING **\$2,126.07**



Bill code: 858944
Reference: 50000071014

LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021

15 May Ct
Garfield
L2 PS621751 V11399 F879

NOTICES AND ORDERS

Other Notices or Orders on the land that have been served by Council under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

OPEN SPACE CONTRIBUTION

Any outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958:

FLOOD LEVEL

A flood level has not been designated under the Building Regulations 1994.
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

POTENTIAL LIABILITIES

Notices and Orders issued as described above:

Other:

ADDITIONAL INFORMATION

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

I acknowledge having received the sum of \$29.70 being the fee for this certificate.

Delegated Officer:



CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.
PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.

Russo & Russo C/- InfoTrack (LEAP)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 2 15 MAY COURT GARFIELD
3814
2 PS 621751

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62E//19705/00012	LANDATA CER 73716976-025-3	30 JULY 2024	47212715

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

19/5/2024/20119/005			
Melbourne Water Corporation Total Service Charges	01/07/2024 to 30/09/2024		\$30.52
19/5/2024/20119/005			
Water Service Charge	01/07/2024 to 30/09/2024		\$22.58
Sewerage Service Charge	01/07/2024 to 30/09/2024		\$98.05
Subtotal Service Charges			\$151.15
TOTAL UNPAID BALANCE			\$151.15

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

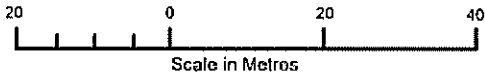


ASSET INFORMATION - SEWER & DRAINAGE

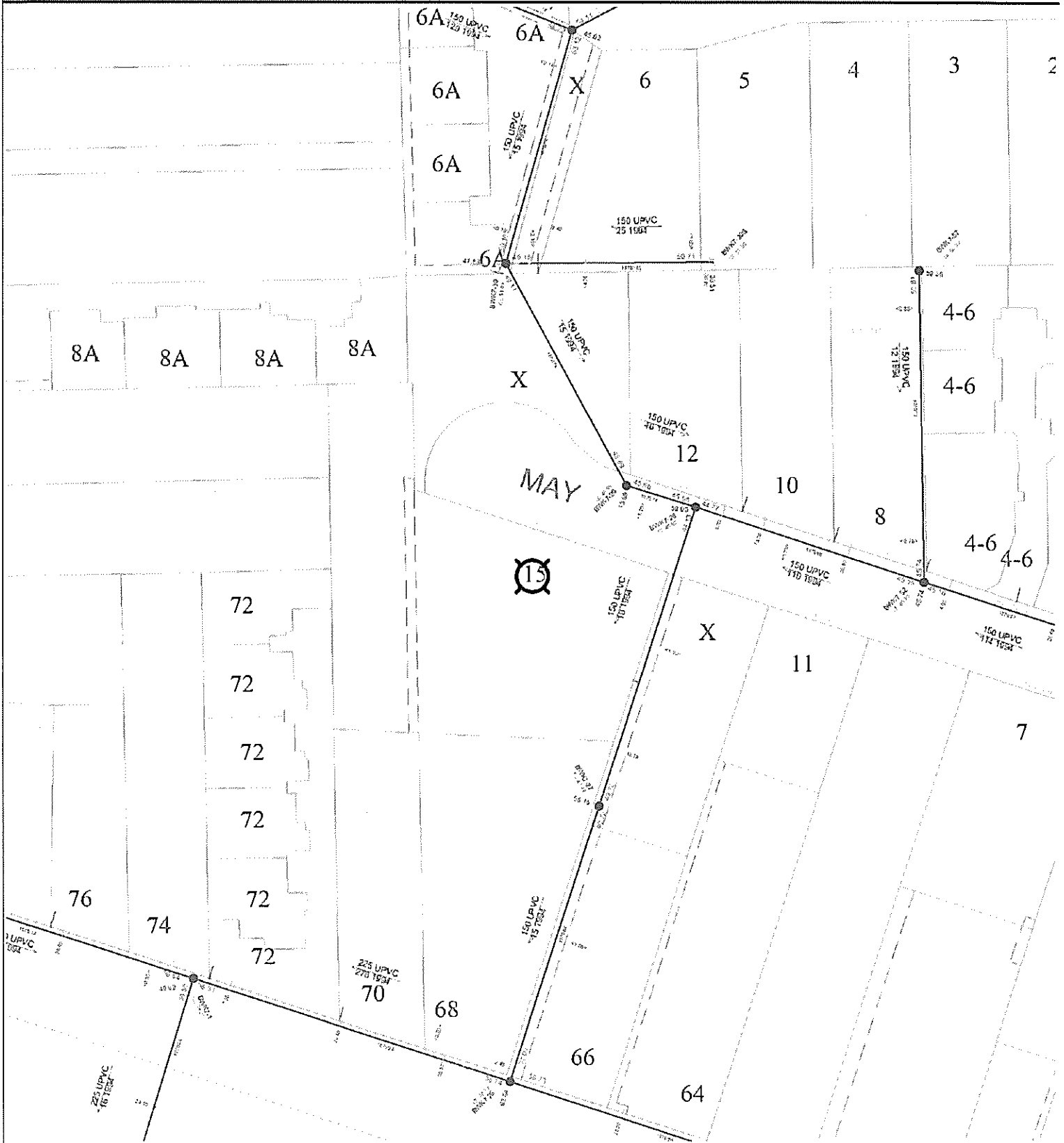
Property: Lot 2 15 MAY COURT GARFIELD 3814



Case Number: 47212715



Date: 30JULY2024



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



ASSET INFORMATION - WATER

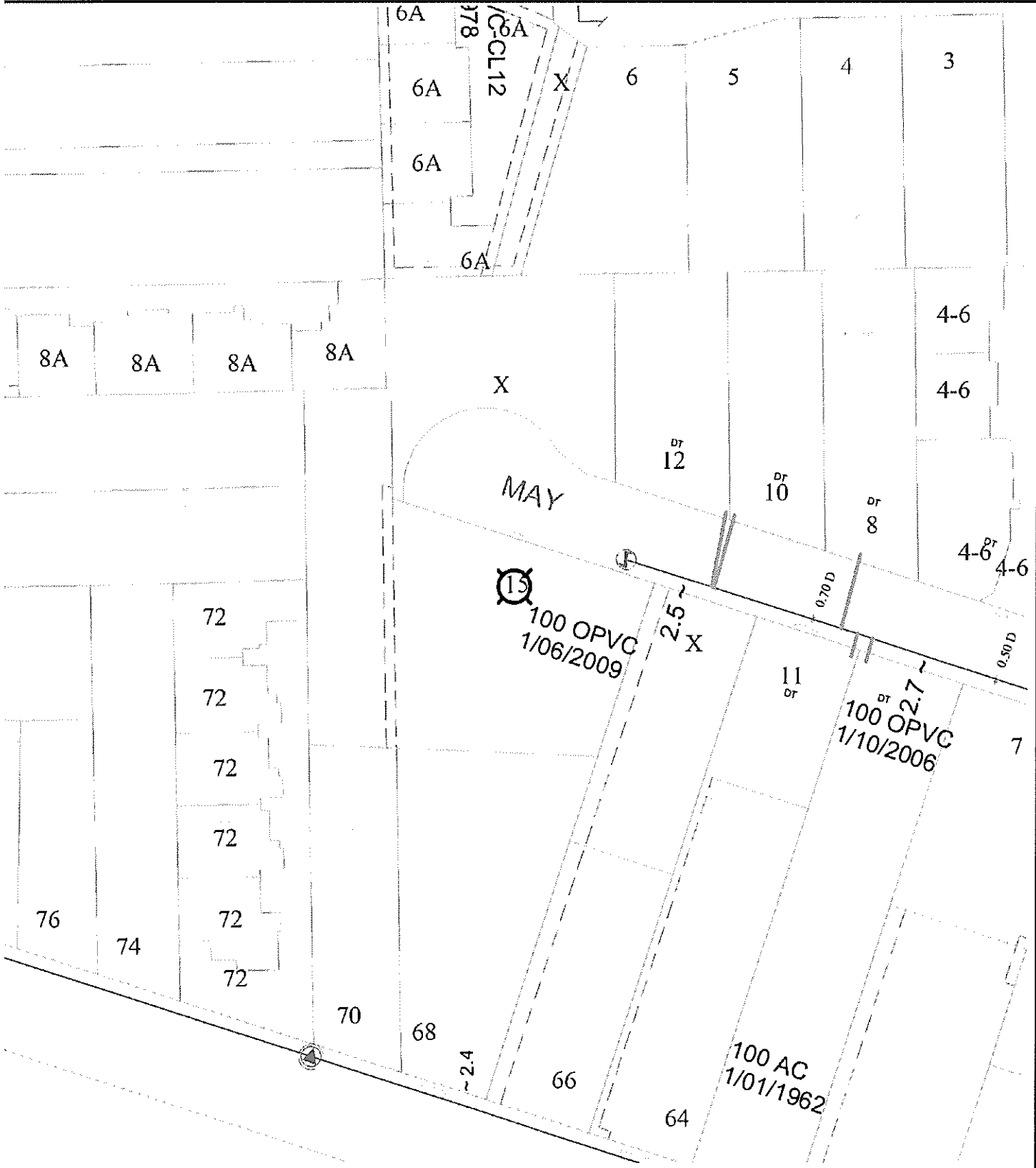


Property: Lot 2 15 MAY COURT GARFIELD 3814



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LEGEND

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Water Main Valve		Fireplug/Washout
	Easement		Water Main & Services		Offset from Boundary



ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

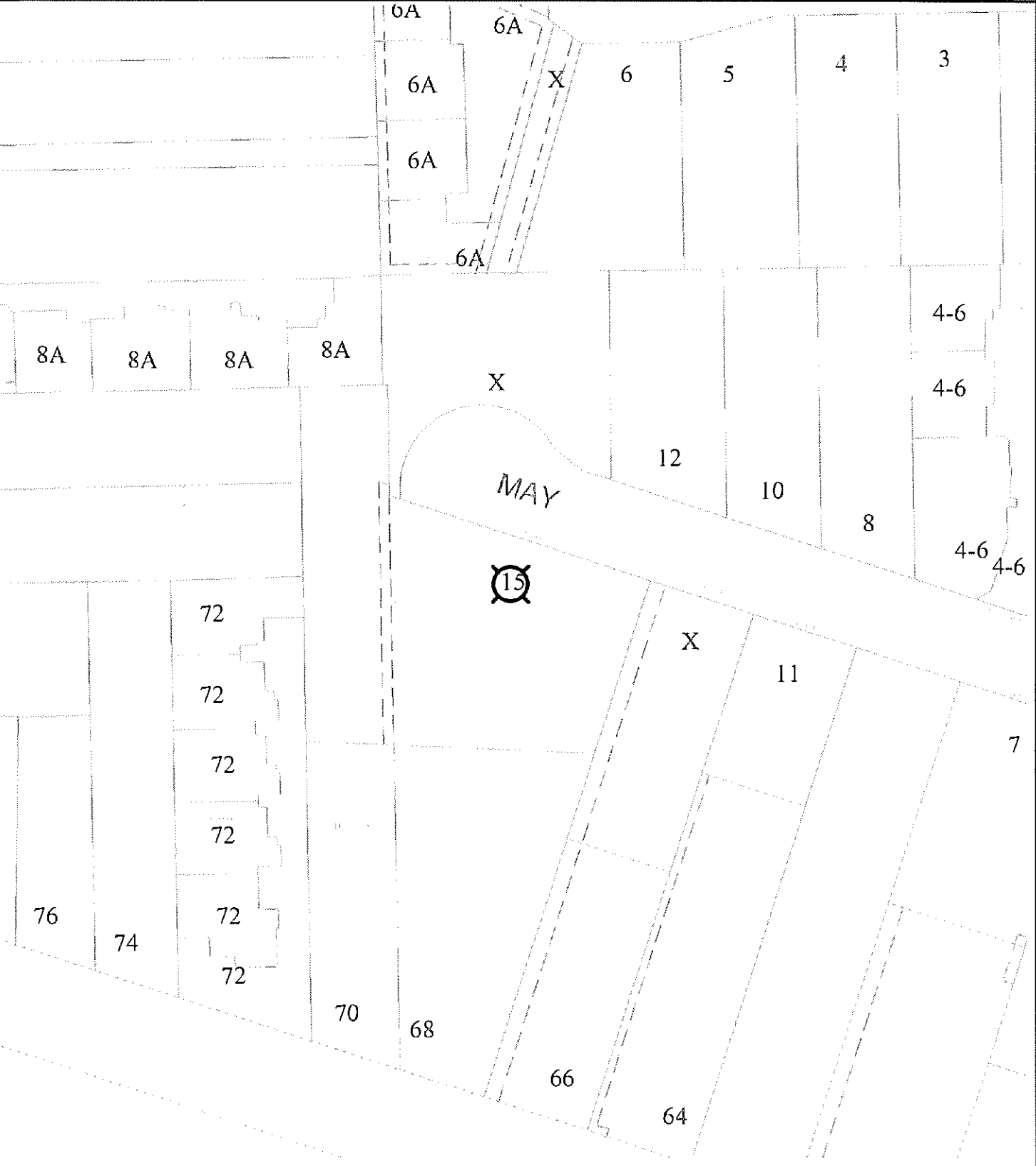
Property: Lot 2 15 MAY COURT GARFIELD 3814



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LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			~ 1.0 Offset from Boundary

Extract of EPA Priority Site Register

Page 1 of 2

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 15 MAY COURT

SUBURB: GARFIELD

MUNICIPALITY: CARDINIA

MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 96 Reference C3

DATE OF SEARCH: 26th February 2024

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness



Extract of EPA Priority Site Register

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of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

Property Clearance Certificate
Land Tax



INFOTRACK / RUSSO & RUSSO
Your Reference: 2024065
Certificate No: 71777834
Issue Date: 26 FEB 2024
Enquiries: ESYSPROD

Land Address: 15 MAY COURT GARFIELD VIC 3814

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 40351663, 2, 621751, 11399, 879, \$0.00

Vendor: LORRAINE ELIZAB HEYWOOD
Purchaser: FOR INFORMATION PURPOSES

Table with 7 columns: Current Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total. Row 1: MRS LORRAINE ELIZABETH HEYWOOD, 2024, \$530,000, \$0.00, \$0.00, \$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Table with 6 columns: Current Vacant Residential Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total

Comments:

Table with 5 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Signature of Paul Broderick
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Description, Value. Row 1: CAPITAL IMPROVED VALUE: \$725,000. Row 2: SITE VALUE: \$530,000. Row 3: CURRENT LAND TAX CHARGE: \$0.00



Notes to Certificate - Land Tax

Certificate No: 71777834

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,040.00

Taxable Value = \$530,000

Calculated as \$1,350 plus (\$530,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 71777834

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 71777834

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / RUSSO & RUSSO

Your Reference: 2024065
Certificate No: 71777834
Issue Date: 26 FEB 2024

Land Address: 15 MAY COURT GARFIELD VIC 3814

Lot	Plan	Volume	Folio
2	621751	11399	879

Vendor: LORRAINE ELIZAB HEYWOOD
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 71777834

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billir Code: 416073
Ref: 71777833

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 71777833

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Russo & Russo C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4356

NO PROPOSALS. As at the 25th February 2024, 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®.

15 MAY COURT, GARFIELD 3814
SHIRE OF CARDINIA

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: 25th February 2024

Telephone enquiries regarding content of certificate: 13 11 71

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 25 February 2024 10:29 PM

PROPERTY DETAILS

Address: **15 MAY COURT GARFIELD 3814**
Lot and Plan Number: **Lot 2 PS621751**
Standard Parcel Identifier (SPI): **2\PS621751**
Local Government Area (Council): **CARDINIA**
Council Property Number: **5000007101**
Planning Scheme: **Cardinia**
Directory Reference: **Vicroads 718 H3**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

OTHER

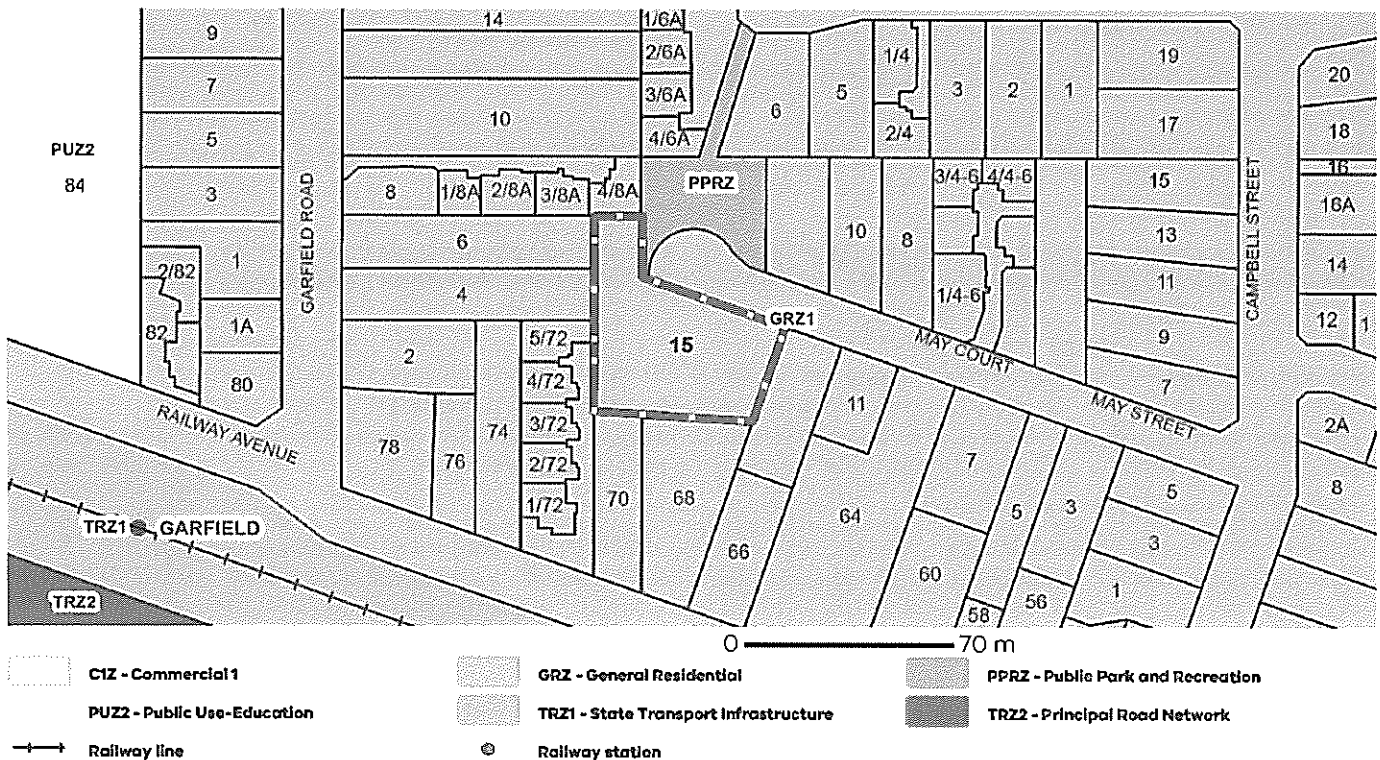
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

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Read the full disclaimer at <https://www.drlwp.vic.gov.au/disclaimer>

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

Planning Overlay

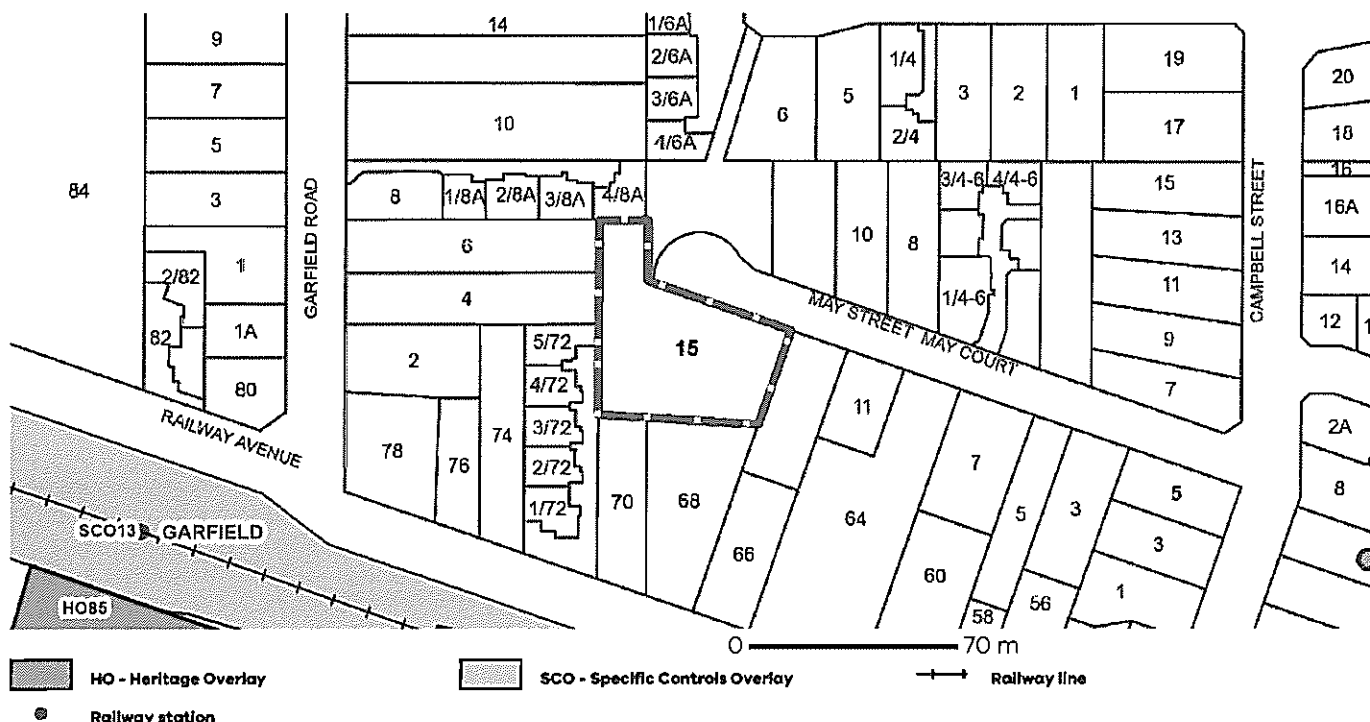
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIFIC CONTROLS OVERLAY (SCO)



Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

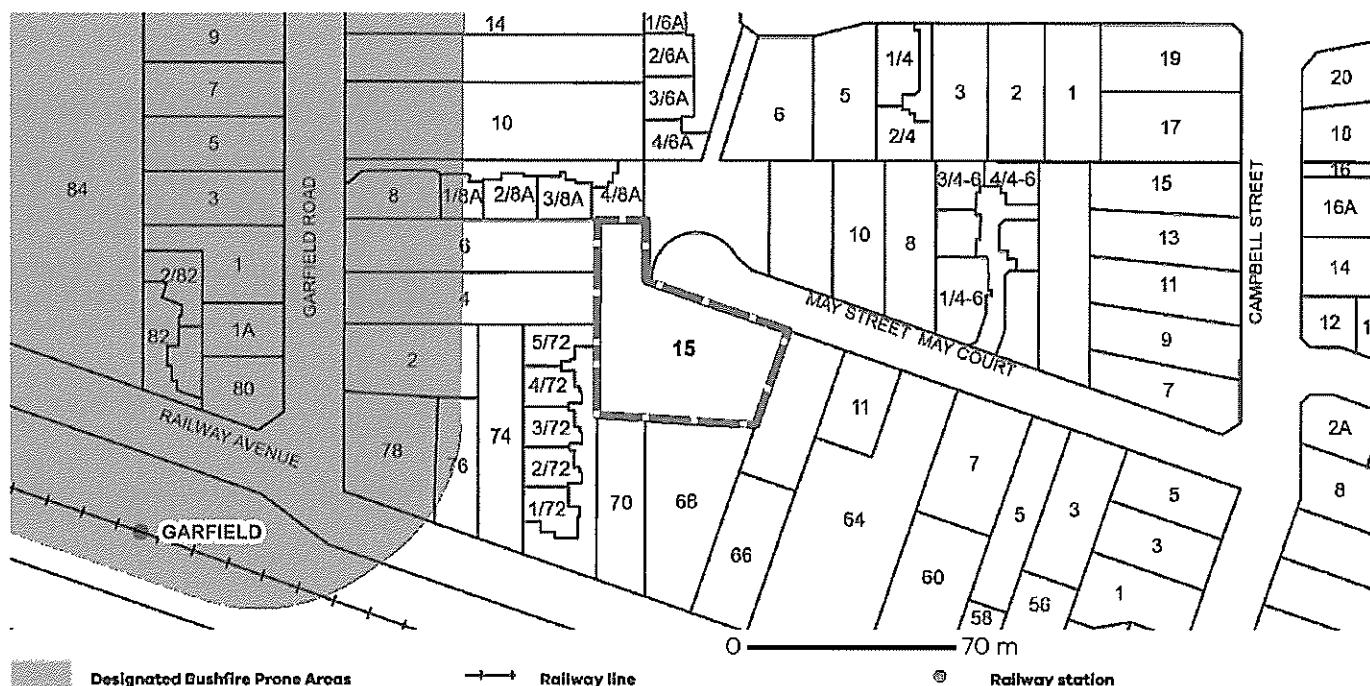
Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY INFORMATION CERTIFICATE
Building Regulations 2018
Regulation 51(1)

27 February 2024

Property number: 5000007101
Your reference: 71952492-017-5
Receipt number: -

Russo & Russo C/- InfoTrack (LEAP) c/o LANDATA

Land (property) Address: Lot 2 (15) May Ct, Garfield VIC 3814

Regulation 51(1)

Building Permits or certificates of final inspection issued by the relevant Building Surveyor for the construction on the property during the last 10 years are as follows:

Permit No:	Permit Issue Date:	Final Certificate Date:
Details of Build:		
Building Surveyor:		

Please note that Council is unaware of any current statement(s) issued under the Building Act 1993 and Building Regulations 2018 Notices or Orders currently against the property.

Outstanding building related orders or Notices pertaining to the Building Act 1993: -

Type	Issue Date	Details

Residential Notes:

- As of 1 December 2019, all pools and spas must be registered with Council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.
- The Building Regulations also require working Smoke Alarms to be installed within all residential buildings. Fines or prosecution may result if these legal requirements are not satisfied.
- As of the 11 March 2009 all building works for Class1, Class 2, Class 3 and associated 10a buildings must comply with the Bushfire protection requirements of the Building Code of Australia as required by the Bushfire construction Regulations 2018.

Note: This summary is an extract of Council's records only made at the date the information is provided. The information provided does not guarantee the status of the building. An inspection has not been specifically conducted because of your enquiry. The reply provided has been prepared as accurately as possible as at the date of the reply, from information currently available to Council. Council accepts no liability for any omissions or errors contained in the information supplied. Where any doubt or concern is raised professional advice should be sought.

Yours sincerely,



Lisa Fuss - Administration Officer Regulatory Services



Office

Grants Estate Agent's
1/5 Gloucester Ave, Berwick VIC 3806
Phone: 03 8762 6900 Fax: 03 8762 6922
Email: headoffice@grantsea.com.au



SCHEDULE

Item 1 **DATE OF AGREEMENT:** Wednesday, 24 April 2013

Item 2 **LANDLORD:** Mrs Lorraine Heywood
 Address: c/o 1/5 Gloucester Ave, Berwick, VIC, 3806

Item 3 **AGENT:** **Grant's Estate Agents**
 1/5 Gloucester Ave, Berwick, 3806

Item 4: **TENANT 1:** Scott Renfree
 Address:

TENANT 2: Debra McClure
 Address:

Item 5: **PREMISES:** **13 May Crt, GARFIELD, VIC, 3814**

Item 6 **RENTAL:** **\$1,300.00 PER CALENDAR MONTH payable in advance.**
 Payable on the 1st day of every MONTH.

Item 7 **COMMENCING ON:** 01/05/2013

Item 8 **RENTAL PAYMENT TO LANDLORD** c/o Grant's Estate Agents

Item 9 **SECURITY DEPOSIT:** \$ 1,300.00

WHERE THERE IS MORE THAN ONE TENANT AND THEY DO NOT CONTRIBUTE ENQUALLY TO THE TOTAL BOND THE AMOUNTS THEY EACH CONTRIBUTE ARE LISTED BELOW:
NAME: Scott Renfree & Debra McClure AMOUNT: **\$1,300.00**

***FIXED TERM AGREEMENT**

Item 10 **TERM:** **12 MONTHS**

Item 11 **COMMENCEMENT DATE:** 01/05/2013

Item 12 **TERMINATION DATE:** 31/04/2014

***PERIODIC TENANCY**

Item 13 **COMMENCEMENT DATE:**

The TENANT hereby acknowledges having received a copy of Renting – Your Rights & Responsibilities, a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

SIGNED by the Landlord/Agent

Witness

SIGNED by the Tenant 1

Witness

SIGNED by the Tenant 2

Witness

RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997

THIS AGREEMENT is made on the date specified in item 1 in the Schedule here to BETWEEN the LANDLORD whose name & address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule & the TENANT whose name & address is specified in item 4 in the Schedule.

PREMISES & RENT

The LANDLORD lets to the TENANT the PREMISES specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the RENTAL shall be the amount specified in item 6 in the Schedule of which the first instalment is payable on the date specified in item 7 of the Schedule & payable by the TENANT to the party specified in item 8 of the Schedule.

BOND

The TENANT shall pay a BOND of the amount specified in item 9 of the Schedule to the LANDLORD/AGENT on or before the signing of this Agreement.

In accordance with the Residential Tenancies Act 1997 the LANDLORD/AGENT must lodge the BOND with the Residential Tenancies Bond Authority within 5 business days of receiving the BOND.

FIXED TERM TENANCY

The term of this Agreement shall be as specified in item 10 of the Schedule COMMENCING on the date specified in item 11 in the Schedule & ENDING on the date specified in item 12 in the Schedule & unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

OR

PERIODIC TENANCY

This Agreement shall commence on the date specified in item 13 in the Schedule & continue until terminated in accordance with the Residential Tenancies Act 1997.

2. CONDITION OF THE LEASE

The LANDLORD shall make sure that the premises are maintained in good repair

3. DAMAGE TO THE PREMISES

- (a) The TENANT shall make sure that care is taken to avoid damaging the premises.
- (b) The TENANT shall give notice to the LANDLORD of any damage to the premises as soon as the TENANT becomes aware of the damage.

4. CLEANLINESS OF THE PREMISES

- (a) The LANDLORD shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT shall enter in to occupation of the premises.
- (b) The TENANT shall keep the premises in a reasonable clean condition during the period of Agreement.

5. USE OF PREMISE

- (a) The TENANT shall not use or allow the premises to be used for any illegal purpose
- (b) The TENANT shall not use or allow the premises to be used in such a manner as to cause a nuisance

6. QUIET ENJOYMENT

The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.

7. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT shall not assign or sub-let the whole or any part of the premises without the consent of the LANDLORD. The LANDLORD'S consent shall not be unreasonably withheld.
- (b) The LANDLORD shall not demand or receive any fee or payment for the consent, except in respect of any FEES, costs or charges incurred in relation to the preparation of an assignment in writing of this agreement.

8. RESIDENTIAL TENANCIES ACT 1997

Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. Additional terms which do not take away the rights & duties included in the Residential Tenancies Act 1997 may be set out in this Section.

- 9. The TENANT shall pay all charges in respect of the re-connection & consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

- 10. The TENANT shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the TENANT shall pay the LANDLORD all increased premiums and all other expenses incurred as a consequence of any breach of this term.

- 11. The TENANT agrees to pay the LANDLORD any excess amount charged or any additional premium charged by the LANDLORD'S Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the TENANT, or by anyone on the premises with the consent of the TENANT.

- 12. The TENANT shall indemnify the LANDLORD for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the TENANT or anyone on the premises with the consent of the TENANT. Without limiting the

generality of the foregoing, the TENANT shall indemnify the LANDLORD for the cost of repairs to plumbing blockages caused by the negligence or misuse of the TENANT.

13. The TENANT shall notify the LANDLORD or AGENT immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.
14. The TENANT shall indemnify the LANDLORD against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the TENANT, or the TENANT'S servants, AGENT'S and/or invites.
15. The TENANT shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the LANDLORD or AGENT.
16. The TENANT acknowledges that it is the TENANT'S responsibility upon the termination of the Agreement to deliver the keys to the premises to the AGENT'S office & to continue paying rent until such time as the keys are delivered.
17. The TENANT shall not use the premises for any purpose other than for residential purposes without the written consent of the LANDLORD.
18. The TENANT shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
19. The TENANT shall not keep any animals, bird or pet on the premises without the written consent of the LANDLORD. (Note: written consent of the Body Corporate Committee will be necessary in an own-your-own unit)
20. The TENANT shall deposit all rubbish including cartons & newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT for collection by the Local Council or Health Department & returned to its allotted place.
21. The TENANT shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
22. The TENANT shall not keep or use in the premises any portable kerosene heater, oil burning heaters or heaters of similar kind.
23. The TENANT shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
24. The TENANT shall allow the LANDLORD or his AGENT to put on the premises a notice or notices 'to let' during the last month of the term of this Agreement. The TENANT shall also allow the LANDLORD or his AGENT to put on the premises a notice or notices 'for sale' or 'auction'; at any time during the term of this Agreement & permit access to the premises by the LANDLORD or his AGENT to present the property to prospective purchasers or TENANT upon 24 hours' notice or by Agreement with the TENANT and LANDLORD or the LANDLORD'S AGENT.
25. The TENANT acknowledges that no premises, representations, warranties or undertakings have been given by the LANDLORD or AGENT in relation to the suitability of the premises for the TENANT'S purpose or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
26. No consent or waiver of any breach by the TENANT of the TENANT'S obligations under the Residential Tenancies Act 1997 shall prevent the LANDLORD from subsequently enforcing any of the provisions of the Agreement.
27. The TENANT agrees to observe & be bound by the Articles of Association of the Service Company of the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation & enjoyment of the premises & the common property provided that the TENANT shall not be required to contribute costs of a capital nature or which would, except for the provisions, be payable by the LANDLORD. The Standard Rules of a Subdivision (Body Corporate) Regulation, if not amended, apply to all Bodies Corporate.
28. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the LANDLORD may from time to time & at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the TENANT at least 60 days notice of the increase.
29. This Agreement may be amended only by an Agreement in writing signed by the LANDLORD & the TENANT.
30. The TENANT shall at the TENANT'S expense replace all lighting tubes & globes, tap washers to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring or plumbing.
31. The TENANT agrees to fully & regularly maintain & water the garden area, including the trees & shrubs, to mow the lawn & to remove all garden rubbish from the property.
32. If the TENANT wishes to vacate the premises at the expiration of this Agreement the TENANT shall give the LANDLORD or AGENT written notice of the TENANT'S intention to vacate 28 days prior to the expiration of the Agreement. If the TENANT remains in occupation of the premises after the expiration of this Agreement & does not enter into a new fixed term Agreement the TENANT must give written notice of the TENANT'S intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the TENANT gives notice.

33. The TENANT acknowledges that pursuant to section 428 of the Residential Tenancies Act 1997, the TENANT shall not refuse to pay rent on the ground that the tenant intends to regard as rent paid by the TENANT, the Bond or any part of the bond paid in respect of the premises. The TENANT acknowledges that failure to abide by this section of the Act renders the TENANT liable to a penalty of \$1000.
34. The TENANT agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property including common property. The TENANT also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used & to fully reinstate the premises or the land or common property on which it is situated to their original condition forthwith.
35. The TENANT must:
- (a) Check each smoke detector in the premises weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the tenant & the security of the premises.
 - (b) Replace the battery in each smoke detector on or about 1 January each year (or earlier if this becomes necessary).
 - (c) Immediately notify the Agent of any faulty smoke detector (& confirm this advice to the Agent in writing the same day).

RESIDENTIAL TENANCIES AGREEMENT – ADDITIONAL TERMS

36. **Carpet Cleaning.** When vacating the premises TENANTS must have the carpets steam cleaned by a Professional steam cleaner & a receipt provided to the agent.
37. **Breaking of Lease.** In the event the TENANT desires to terminate this tenancy prior to the due date, s/he acknowledges that s/he is responsible for the payment of rental until the property is re-let or at the expiration of the term of the Lease, whichever occurs first. Further the tenant hereby authorises in the event of early termination of the Lease, the Lessors agent to obtain a new TENANT in the premises & to pay the Lessors agent a letting fee of 2 weeks rent. The TENANT hereby agrees to reimburse the agent any advertising costs incurred.
38. **Sub-Letting.** The TENANT agrees to use the dwelling for ... 2.... The TENANT acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises must be immediately reported to the AGENT.
39. **Condition Report.** The TENANT acknowledges that the Condition Report provided at the commencement of the tenancy must be signed & returned to the Agent within 3 business days after entering into occupation of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.
40. **Bond Lodgement.** The TENANT acknowledges that the bond paid under this Tenancy Agreement has been deposited in accordance with the requirements of the Residential Tenancies Act 197 with the Centralised Bond Authority.
41. **Bond Refund.** The TENANT acknowledges having been advised, that the refund of bond at the end of the Tenancy, can only be achieved by signing & lodging a bond claim form with Centralised Bond Authority.
42. **Fixed Term Tenancy Notice.** The TENANT acknowledges the right of the LANDLORD under the Residential Tenancies Act 1997 to issue a notice that will terminate the tenancy at the end of this Fixed Term Agreement.
43. **Locks.** The LANDLORD acknowledges the TENANTS right to change the locks at the rental property providing a duplicate key is given to the LANDLORD or AGENT. The TENANT acknowledges that whilst all due care & attention has been taken, the LANDLORD cannot guarantee that all keys to the property were returned by previous occupants. To ensure security, it is our recommendation that the barrels in all locks be replaced at the TENANTS expense.
44. **Contents Insurance.** It is not your LANDLORD'S responsibility to insure your possessions. The LANDLORD'S Insurance policy covers only the building plus any fixtures & fittings. With the ever-increasing incidence of burglary & theft, it is strongly recommended that you take out contents insurance cover.
45. Furniture or excess items are not to be kept under carports. Carports are not to be used as a storage area.
46. TENANTS are not to reverse their cars up to the roller door where damage by way of exhaust will tarnish the roller door.
47. The TENANTS undertake not to park any motor vehicle on the lawn or on the nature strip at any time.
48. If the TENANT make any payment by cheque & the cheque is not passed at the first presentation, then the TENANT will reimburse the AGENT the sum of \$9.50 for the bank charges. Once a TENANT'S cheque is dishonoured, further payment by cheque will not be accepted.
49. The TENANTS undertake not to use any nails, screws, blue-tack, re-useable adhesives, other sticking material or fastenings whatsoever. Within reason a TENANT may hang picture hooks (NO MORE THAN 2 PER ROOM) in the property. These hooks are to be left in the wall when the tenant moves and any holes, or other damage to walls, will be made good on the expiration of the lease.
50. The TENANTS undertake not to allow any unregistered motor vehicle on the property.
51. The TENANTS understand that if their car leaks oil they will place a drip tray on the driveway or park their cars on the road.

52. The TENANTS give permission for the AGENT/LANDLORD to disclose contact numbers to any tradespeople who may need to attend the property.
53. The TENANT & tenant's visitor's agree not to smoke inside the property.
54. The LANDLORD has authorized a maximum of \$1000 for urgent repairs. To clarify an urgent repair, please refer to the TENANT handbook (page 14). The emergency contact number is 03 9767 3200 or 000 for Fire, Police & Ambulance.

IMPORTANT

28 DAYS NOTICE IS REQUIRED IF YOU ARE INTENDING TO VACATE YOUR PROPERTY –

This applies even if:

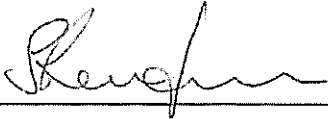
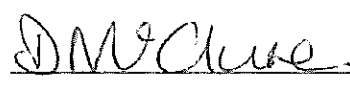
1. Your lease is to finish & you intend to vacate at the expiration of your lease.
2. You are on a month to month basis as your lease has finished – THE ORIGINAL TERMS OF YOUR TENANCY ARE STILL APPLICABLE.

THERE ARE NO EXCEPTIONS – 28 DAYS NOTICE OF VACATING IS REQUIRED & ENFORCED.

N.B: RENT IS PAYABLE TO THE DATE YOU RETURN YOUR KEYS

I/WE HAVE READ THE SPECIAL CONDITIONS & CONTENTS OF THE LEASE & AGREE TO ABIDE BY THEM AT ALL TIMES.

SIGNED BY TENANTS: -

SECTION 111 CERTIFICATE

I, EDWARD ARTHUR NEWMAN, Solicitor of 14 Archer Road Garfield in the State of Victoria DO HEREBY CERTIFY that the within writing is a true and complete copy of the original Enduring Power of Attorney (Financial).
DATED this 27th day of August 2007

E. A. NEWMAN

FORM 1

EDWARD ARTHUR NEWMAN
14 Archer Road, Garfield 3814

An Australian legal practitioner within the meaning of the Legal Profession Act 2004

ENDURING POWER OF ATTORNEY (FINANCIAL)

This Enduring Power of Attorney is made on the 25th day of August 2007

1. I, LORRAINE ELIZABETH HEYWOOD Widow of 68 Railway Avenue Garfield in the State of Victoria HEREBY APPOINT my daughter JANET CHRISTINE WHITE Registered Nurse of 345 Shepparton-Euroa Road Kialla East and my son PETER JOHN HEYWOOD Manufacturer of 26 Clearview Court Garfield in the said State to be my attorneys jointly and severally.
 2. I authorize my joint and severally attorneys to do on my behalf any thing I may lawfully authorize my attorneys to do.
 3. The authority of my attorneys is not subject to any condition or limitation or instruction.
 4. I declare that this power of attorney commences immediately.
 5. I declare that this power of attorney will continue to operate and have full force and effect even if I subsequently become legally incapable.
 6. I declare that all previous enduring powers of attorney signed by me are hereby revoked.
- SIGNED by the said LORRAINE ELIZABETH HEYWOOD

L. E. Heywood

CERTIFICATE OF WITNESSES

We, EDWARD ARTHUR NEWMAN Solicitor and GWENETH ROSEMARY NEWMAN both of 14 Archer Road Garfield in the said State
DO HEREBY CERTIFY –

- (a) THAT the donor has signed this enduring power of attorney freely and voluntarily in our presence, and
- (b) THAT at the time of signing the donor appeared to each of us to have the capacity necessary to make the enduring power of attorney.

Edward Arthur Newman (Edward Arthur Newman)

Gweneth Rosemary Newman (Gweneth Rosemary Newman)

STATEMENT OF ACCEPTANCE

I, JANET CHRISTINE WHITE and I, PETER JOHN HEYWOOD as above in the said State on the 25th day of August 2007 accept appointment as attorney under this enduring power of attorney and I undertake

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor, and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests, and
- (c) to exercise the powers conferred in accordance with Part X1A of the Instruments Act 1958.

Janet Christine White (JANET CHRISTINE WHITE)

Peter John Heywood (PETER JOHN HEYWOOD)

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

Purchaser/recipient:

Property address: 15 May Court, Garfield

Lot no.: 2 Plan of subdivision: PS 621751

[Cross out whichever is not applicable]

The Purchaser/recipient 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.

OR

The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) as follows in relation to the supply of the above property:

Withholding amount: \$ _____

The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: _____

Vendor/supplier ABN: _____

From: Vendor/supplier: Lorraine Elizabeth Heywood

Dated: 05/08/2024

Signed by or on behalf of the vendor/supplier: *Leah Manion*

Notes - not part of notice

1. When using the Law Institute of Victoria 'GST withholding' special condition note the requirement in 15B.8 to give the notice at least 14 days before the due date for settlement.
2. A notice is required to be given for an input taxed supply of land even though there is no withholding obligation. Residential premises which are not new are input taxed.
3. For potential residential land, where the recipient of supply is registered and acquires for a creditable purpose, neither the obligation to notify nor the withholding obligation applies.
4. Land on which there is no residential premises, but in relation to which there is potential for residential premises, is potential residential land sufficient to trigger the obligation to notify.
5. A supply of land which is designated as a supply of a going concern or land used for a farming business and which meets the requirements for an exemption will be GST-free and not taxable. Consequently, although there may have been an obligation to notify, the supply will not attract the withholding obligation.
6. There is some debate about whether the notice needs to be signed by the supplier/vendor.
7. Additional information will need to be inserted in the form where there is non-monetary consideration and this will affect the amount of the withholding.
8. If nomination occurs after a notification has been given, a fresh notification will be required.

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

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

Print name(s) of person(s) signing: Peter John Heywood as Attorney under Power for Lorraine Elizabeth Heywood pursuant to Enduring Power of Attorney dated 25 August 2007 which has not been revoked

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

First National Real Estate Neilson Partners Pakenham
130 Main Street
Pakenham VIC 3810

Email: nyall.g@neilsonpartners.com.au

Tel: (03) 5941 4444 Mob: 0433 644 166

Ref: Nyall Greene

Vendor

Lorraine Elizabeth Heywood

Vendor's legal practitioner or conveyancer

Russo & Russo Pty Ltd
150 Sydney Road, Brunswick Vic 3056
PO Box 232, Brunswick VIC 3056

Email: leah@russoandrusso.com.au

Tel: (03) 9387 8022

Ref: PR:LM: 2024065

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11399	Folio	879	2	621751

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 15 May Court, Garfield 3814

Goods sold with the land (general condition 6.3(f)) All fixtures and fittings of a permanent nature including electric light fittings, internal window coverings, external window coverings, and fixed floor coverings.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☒ a periodic tenancy determinable by notice. See attached copy of Lease.

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

☒ Special condition 1 - Auction

If the property is offered for sale by public auction, it shall be subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2004 or any rules prescribed by regulation which modify or replace those Rules.

☒ Special condition 2 - Construction

In the interpretation of this Agreement, unless inconsistent with the context:

- (a) A reference to:
- (i) The Property includes a reference to any part of the Property;
 - (ii) A natural person includes a reference to a firm, corporation or other corporate body and vice versa;
 - (iii) The singular includes a reference to the plural and vice versa;
 - (iv) A gender includes a reference to any other gender;
 - (v) "dollars" or "\$" will be taken as referring to amounts in Australian currency;
 - (vi) Any law includes a reference to that law as amended, consolidated, replaced or re-enacted from time to time, and any regulation, instrument, by-law or other subordinate legislation made or issued under it;
 - (vii) A person or body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable; and
 - (viii) A party to this Contract includes a reference to that party's personal representatives, administrators, successors and assigns.
- (b) If a party to this Contract is comprised of more than one person, this Contract bind them jointly and each of them severally.
- (c) An obligation imposed by this Contract on or in favour of more than one person binds or benefits all of them jointly and each of them individually.
- (d) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Contract.
- (e) "the Act" means the *Sale of Land Act 1962* (Vic.)
- (f) "Annexure" means an annexure to this Contract;
- (g) "Business Day" means a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or public holiday;
- (h) "Contract" means this Contract of Sale of Real Estate and the Annexures;
- (i) "Nominee" means a person or body corporate nominated by the Purchaser as a substitute or additional Purchaser in accordance with Special Condition 23;
- (j) "Property" means the Land and Goods; and
- (k) "Vendor's Statement" means the statement signed by the Vendor and given to the Purchaser in accordance with section 32 of the Act, a copy of which is annexed to this Contract.

☒ Special condition 3 - Purchaser's Acknowledgements

The Purchaser acknowledges that:

- (a) The Purchaser has entered into this Contract solely on the basis of the Purchaser's own inspection of the Property and the Purchaser's own enquiries;
- (b) Any information, promise, representation or warranty which may have been made by the Vendor, the Vendor's Agent or any other person for or on behalf of the Vendor:
- (i) Was not made with the intention or knowledge that it would be relied upon;
 - (ii) Has not in fact been relied upon by the Purchaser; and
 - (iii) If not set out in this Contract is expressly negatived and withdrawn.
- (c) Before signing this Contract or any prior contract for the Property and Purchaser received:
- (i) From the Vendor's Agent a statement in accordance with Section 51 of the Estate Agents Act 1980 (if applicable); and
 - (ii) From the Vendor or the Vendor's Agent a copy of the Vendor's Statement.

☒ Special condition 4 – Planning

The Purchaser buys the Property subject to all restrictions as to use under any planning schemes, planning permits, or orders and all other planning controls, regulations or by-laws made by any authority empowered by any legislation to control the use of the land. No

such restriction constitutes a defect in the Vendor's title or affects the validity of this contract and the purchaser must not make objection and is not entitled to any compensation from the vendor in respect thereof.

☒ **Special condition 5 - Condition of the Property**

5.1 The Purchaser agrees and acknowledges that the Purchaser:

- (a) Has inspected the Property as at the Day of Sale;
- (b) Accepts and purchases the Property in its state of repair and condition as at the Day of Sale and subject to any defects, need for repair or infestation;
- (c) Will accept the Property in that condition (subject to fair wear and tear) at settlement;

5.2. The Vendor makes no warranty or representation as to the suitability or fitness of the Property for any purpose whatsoever.

5.3 The Purchaser acknowledges that the improvements on the Property or any alterations thereto may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which such improvements or alterations were constructed. Any failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser may not rescind this Contract or make any requisition enquiry or claim any compensation from the Vendor for any such failure.

☒ **Special condition 6 – Breach**

The following sub-clause 32(c) is added to General Condition 32:

"32(c) The following losses and expenses are agreed to be reasonably foreseeable where applicable, and shall be deemed to be "reasonable expenses" or reasonably foreseeable losses for the purposes of general condition 32 of this Contract:

- (i) interest charges and other expenses payable by the Vendor as Mortgagor under any existing mortgage, charge or any other like encumbrance over the property calculated from the due date for settlement;
- (ii) legal costs and expenses as between solicitor and client;
- (iii) loss of rent the Vendor may sustain as a result of the delayed settlement, from the Contract settlement date to the actual settlement date caused by the Vendor having given the Tenant notice to vacate the property in anticipation of settlement occurring on the Contract settlement date;
- (iv) fees paid for removalist expenses as a result of delayed settlement;
- (v) penalty interest incurred by the Vendor as a result of the Vendor's delayed settlement of a property that the Vendor has purchased that was:
 - (aa) due to have settlement on the same date as the Vendor's sale property and/or;
 - (bb) was to have utilised the proceeds of the sale property."

☒ **Special condition 7 – Loss or damage before settlement**

General Conditions 31.4 to 31.5 and 31.6 inclusive are hereby deleted.

☒ **Special condition 8 – Entire Agreement**

This Contract and the terms and conditions set out herein constitute the whole and entire agreement between the Vendor and the Purchaser.

☒ **Special condition 9 – Foreign Acquisitions and Takeovers Act 1975**

9.1 The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) requiring the obtaining of consent to this Contract either:

- (a) Do not apply to this Contract; or
- (b) Have been complied with by the Purchaser.

9.2 The Purchaser agrees to indemnify and keep indemnified the Vendor against all costs and damages which may be incurred by the Vendor as a consequence of a breach of the warranty contained in Special Condition 11.1.

9.3 This Special Condition shall not merge upon completion.

☒ **Special condition 10 – Stamp Duty**

10.1 The Purchaser acknowledges that the Purchaser shall be liable for any and all duty assessed in relation to the sale and transfer of the Property pursuant to the *Duties Act 2000* (Vic) ("duty") and such further supplemental or additional duties as may be required, demanded or assessed by the State Revenue Office.

10.2 The Purchaser acknowledges and agrees that neither the Vendor nor anyone on its behalf has made any warranty or representation to the Purchaser as to the duty payable by the Purchaser in connection with the sale and transfer of the Property and that the Purchaser has made its own enquiries and investigations and relied on its own judgement and independent advice with respect to such matters.

10.3 The Purchaser agrees that the Purchaser shall make no claim against the Vendor with respect to the assessment or payment of stamp duty and without any way limiting the generality of the foregoing the Purchaser shall not make any requisition or objection or claim any compensation against the Vendor in relation to the amount of duty assessed or payable in respect of

the sale and transfer of the Property.

10.4 The Purchaser indemnifies and shall keep indemnified the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner from any claim, cost, demand, penalty, liability or expense incurred by the Vendor in relation to any duty assessed in respect of the sale and transfer of the Property.

10.5 This Special Condition will not merge upon completion.

☒ Special condition 11 – Purchasers buying in unequal interests

11.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure that this Contract correctly records the proportions in which they are buying the Property ("the proportions").

11.2 The Purchaser shall be liable for any additional duty which may be assessed if the proportions recorded in the Transfer of Land vary from the proportions recorded in this Contract.

11.3 The Purchaser indemnifies the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner fully against any and all claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of any variation in the proportions in the Transfer of Land from the proportions recorded in this Contract.

11.4 This Special Condition shall not merge on completion.

☒ Special condition 12 – Waiver

12.1 The Purchaser's obligation to:

(a) Pay the price interest and other money payable under this Contract; and

(b) To perform and observe the terms and conditions of this Contract and the right of the Vendor to enforce each and every obligation;

Are not waived or deemed to be waived diminished varied prejudiced or otherwise affected by:

(c) Any time indulgence or forbearance allowed or granted or extended by the Vendor to the Purchaser; or

(d) By any acceptance by the Vendor of payments tendered by the Purchaser otherwise than in accordance with this Contract.

12.2 Time is and shall remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor, the Vendor's Agent or the Vendor's Legal Practitioner.

☒ Special condition 13 – Non-Merger

The provisions of this Contract do not merge in the instrument of transfer or on completion and continue to bind the parties to the extent that any of them are capable of being complied with after settlement.

☒ Special condition 14 – Transfer of Land

General Condition 10, shall be amended by adding the following.

10.3 If the Purchaser does not deliver the transfer of land document to the Vendor in accordance with General Condition 10.1 the Vendor may delay settlement until ten (10) business days after the Vendor receives the transfer of land document.

10.4 If settlement is delayed in accordance with Special Condition 16.1, the Purchaser must pay to the Vendor:

(a) Interest from the due date for settlement until the date on which settlement occurs or ten (10) business days after the Vendor receives the transfer of land document, 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.

☒ Special condition 15 – Building Regulations

15.1 The Purchaser acknowledges that all dwellings and/or units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations 1994 and acknowledges that the Purchaser must ensure compliance with the regulations at the Purchaser's cost and expense if the Vendor has not already complied.

15.2 The Purchaser acknowledges that if the Property includes a swimming pool or spa which is or may be required to be fenced in accordance with the building regulations, the Purchaser will be responsible for complying with the building regulations at the Purchaser's cost and expense.

☒ Special condition 16– Settlement

16.1 If settlement is required to be rescheduled beyond the scheduled settlement date as a result of any action or omission on the part of the Purchaser, the Purchaser shall pay to the Vendor any fees charges or expenses incurred by the Vendor as a result of the rescheduling of settlement, including but not limited to any fee charged by any settlement agent, bank or party involved in the transaction.

☒ Special condition 17 – Jurisdiction

17.1 This Contract shall be governed by and construed in accordance with the laws of the State of Victoria.

17.2 The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Victoria and

any courts which have jurisdiction to hear appeals from such courts.

- 17.3 The parties waive any right to object to any proceedings being brought in the courts of the State of Victoria because the venue is inconvenient, the courts lack jurisdiction or for any other reason whatsoever.

☒ **Special condition 18 – Guarantee and Indemnity**

If the Purchaser is or includes a corporation, or if the Purchaser shall nominate a corporation as a substitute or additional purchaser in accordance with General Condition 4 (other than a corporation listed on an Australian Stock Exchange) the Purchaser must provide to the Vendor or the Vendor's Legal Representative or Conveyancer within five (5) days of the Day of Sale or the date of nomination a Guarantee in the form of the Guarantee attached and executed by each of the directors that corporation.

☒ **Special condition 19 – Damage to Property prior to settlement**

The Purchaser acknowledges and accepts that if the property sustains damage after the day of sale but prior to settlement:

- (i) as a result of flooding or ingress of rain water or storm damage;
- (ii) as a consequence of cracking caused by land movement
- (iii) or other such events or causes that are out of the control of the Vendor

the Purchaser acknowledges and accepts that the Vendor:

- (a) may put in a claim under the Vendor's insurance (where applicable) and the Vendor shall meet the costs of the excess
- (b) shall not otherwise be responsible or liable to pay compensation to the purchaser for any such damage howsoever caused between the time the Contract of Sale was signed and the settlement date.

☒ **Special condition 20 – Tenancies**

This Special Condition applies if the property is subject to a lease.

- 20.1 In this Contract and unless the context otherwise requires:

"Bonds" means all money paid to the Vendor by the Tenants and all bank guarantees or bankers undertakings Tenants may have caused to be given to the Vendor as security for the performances of their obligations under the Tenancy Agreement.

"Estimated Payment" means an amount paid by the Tenant under a Tenancy on account of an amount that will be determined at a later date as the amount actually payable by the Tenant on the relevant account.

"Non-recoverables" means outgoings which are not recoverable;

"Outgoings" means all outgoings in relation to the Property whether recoverable from the Tenant or not and including without limitation:

- a) all rates and land taxes;
- b) all variable outgoings, apportionable outgoings or statutory outgoings;
- c) insurance premiums.

"Recoverables" means outgoings recoverable from the Tenants under the terms of the tenancy agreement.

"Tenancies" means the leases, tenancies, licences and other rights to occupy the premises including those identified as Encumbrances against the property in the Contract of Sale.

"Tenancy Arrears" means money owed by the Tenants to the Vendor in relation to Tenancies unpaid on the Settlement Date.

"Tenancy Documents" means documents held by the Vendor recording the Tenancies.

"Tenants" means tenants or occupiers of the Property identified as Encumbrances and any other person granted Tenancy after the Day of Sale.

- 20.2 The Purchaser acknowledges:

- a) that the Property is sold subject to the Tenancies and that it has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either that the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies.
- b) that even though the property is sold subject to a Lease as at the Day of Sale the Purchaser acknowledges that the Tenant may give the Vendor the required notice to vacate the Property following the Day of Sale. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

- 20.3 The Purchaser acknowledges that the Property is sold subject to the Tenancies and this is has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either whether the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies.

- 20.4 The Purchaser acknowledges that the Tenant may have installed their own property in the Property and may be entitled under the terms of their Tenancy to remove that property. The Purchaser must not make any requisition, objection or claim in relation to the identification of any property which the Tenants are entitled to remove from the Property or in relation to the removal of any of the property.

- 20.5 The Purchaser must after the Settlement Date comply with all the Vendor's obligations in relation to the Tenancy. At the Vendor's request the Purchaser must enter into a deed with the Tenants under which the Purchaser for itself and its successors in title confirms and agrees to comply with the Tenancies.

- 20.6 On or before the Settlement Date the Vendor will deliver to the Purchaser:

- a) the Tenancy Documents (which may either be originals or copies);

b) notice to the Tenants or Managing Agent advising of the change of ownership of the Property and directing the Tenants to pay future rental as directed by the Purchaser or its Solicitor.

20.7 Before the Settlement Date:

- a) The Vendor may do anything as it sees fit (including without limitation but, subject to the Purchaser's consent, which must not be unreasonably withheld or delayed) terminate Tenancies in order to recover moneys, including but not limited to estimated payments, rental, outgoings and GST, owed by the Tenant/s;
- b) the Vendor may do all things reasonably for the property management of the Property (including without limitation by subject to the Purchaser's consent which must not be unreasonably withheld or delayed) grant new Tenancies on the best terms that may be reasonably obtained for those parts of the Property that are now or which may become vacant.

20.8 On the Settlement Date:

- a) an adjustment must be made in relation to all Non-recoverables. The Vendor is responsible for Non-recoverables apportionable to the period prior to and on the Settlement Date and the Purchaser is responsible for the relevant Non-recoverables apportionable to the period after the Settlement Date.
- b) Recoverables are to be dealt with as follows:
 - (i) on the Settlement Date the Vendor must allow in the Purchaser's favour an amount equal to any contributions received by the Vendor from the Tenants which are contributions on account of Recoverables paid in advance (but not yet applied by the Vendor to payment of the relevant Outgoings);
 - (ii) on the Settlement Date the Purchaser must allow in the Vendor's favour an amount for Recoverables paid by the Vendor which have not been recovered from the Tenants.
- b) outgoings which are payable by the Tenant direct to third parties are not to be adjusted and the Vendor is not required to pay any of those Outgoings that may be unpaid at the Settlement Date;
- d) the Vendor must allow and adjust in the Purchaser's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period after the Settlement Date;
- e) the Purchaser must allow and adjust in the Vendor's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period up to and including the Settlement Date.

20.9 Notwithstanding Special Condition 20.8(e) the Purchaser (if requested by the Vendor):

- a) irrevocably appoints the Vendor or its Attorney to commence and continue legal proceedings after the Settlement Date in the Purchaser's name against the Tenants for recovery of Tenancy Arrears. If the Vendor commences those proceedings it must do so at its sole costs and it indemnifies the Purchaser against all costs the Purchaser may incur in relation to those proceedings;
- b) when requested by the Vendor the Purchaser must sign all documents and do all things necessary to transfer to the Vendor the Purchaser's rights to the Tenancy Arrears;
- c) must take the action the Vendor reasonably requires in connection with recovery of Tenancy Arrears.

☐ **Special condition 21 – Solar Panels**

This Special Condition applies if the sale includes solar panels.

The vendor makes no representations or gives any warranties whatsoever in respect of any solar panels installed on the property hereby sold including but not limited to their condition, state of repair, fitness for purpose or any benefits arising from the electricity generated by any solar panels save that they are owned by the vendor and are not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on settlement.

☒ **Special condition 22 –COVID-19**

- 22.1 The parties herein agree in the event a government within Australia requires any party to this contract, or the nominee of any party to this contract, to be quarantined or to be in self isolation due to COVID-19, 13 days or less before the settlement date, the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self isolation within two business days of being required to self isolate or quarantined.
- 22.2 If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.
- 22.3 For the benefit of both parties to this transaction, should either party be required to quarantine or self isolate due to COVID-19 the following provisions shall apply:
 - a) The other party cannot issue a Notice of Default on the party affected until such time as the party or a person that party is required to care for, has been medically cleared by a general practitioner or other specialist and permitted to leave the property or move in to the property sold;
 - b) The party seeking the benefit of this clause must, upon request of the other party, provide documentary evidence of the need for isolation or quarantine;
 - c) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property;
 - d) If the vendor is the party seeking the benefit of this clause, it shall do all things reasonably possible to vacate the property at a minimum of 24 hours prior to the settlement date.

End of Special Conditions

GUARANTEE

The following Guarantee and Indemnity shall be executed by each person who executes this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if a corporation):

I/We
of.....
and.....
of.....

(hereinafter called "the Guarantors") IN CONSIDERATION of the within named Vendor selling to the within named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth DO HEREBY 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 or Residue of Purchase Price or interest or other monies payable by the Purchaser(s) we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit residue of purchase money interest or other monies which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of Purchase Price which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser(s). This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by:

1. any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within Contract;
2. the performance or observance of any of the agreements obligations or conditions under the within Contract;
3. by time being given to the Purchaser(s) for any such payment performance or observance;
4. by reason of the Vendor assigning its rights under the said Contract; or
5. by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

IN WITNESS our hands and seals the day of 20

SIGNED SEALED AND DELIVERED by the said)
)
 in the presence of:) **Signature**

.....
Signature of Witness

.....
Full name (please print)

SIGNED SEALED AND DELIVERED by the said)
)
 in the presence of:) **Signature**

.....
Signature of Witness

.....
Full name (please print)

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay –
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser'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.
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Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

DATED

2024

LORRAINE ELIZABETH HEYWOOD

to

CONTRACT OF SALE OF LAND

Property: 15 May Court, Garfield VIC 3814

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