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 Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address: **42 LAWSON STREET, OAKLEIGH EAST VIC 3166**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on ...../ ...../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)

SIGNED BY THE VENDORS: .....

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

Print name(s) of person(s) signing: THI MONG THUY LE and LUONG BANG NGUYEN

State nature of authority, if applicable

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

IMPORTANT NOTICE TO PURCHASERS

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 or within 3 clear business days **before or after** a publicly advertised auction;
- 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 by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act* 2004, under section 53A of the *Estate Agents Act* 1980.

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

Name: Le & Co Estate Agents Pty Ltd
Contact person: Phuc Le
Address: 223 Springvale Road, Springvale VIC 3171
Telephone: (03) 8578 4200 **Mobile:** 0422 765 899 **Email:** phuc.le@leandco.com.au

Vendor

THI MONG THUY LE and LUONG BANG NGUYEN both of 19 Bates Avenue, Upper Ferntree Gully VIC 3156

Vendor's legal practitioner or conveyancer

Settle Easy Law
1/620 Whitehorse Road, Mitcham VIC 3132

Email: deshani.narangala@settleeasylaw.com

Tel: (03) 9884 8993 **Mob:** 0414 189 662 **Ref:**

Purchaser

Purchaser's legal practitioner or conveyancer

Email:

Tel: **Mob:** **Ref:**

Land (general conditions 3 and 9)
The land is described in the table below –

Certificate of Title reference	being lot	on plan
Certificate of title **Volume** 08748 **Folio** 806	Lot 4	LP 066368

The land includes all improvements and fixtures.

Property address

The address of the land is: **42 LAWSON STREET, OAKLEIGH EAST VIC 3166**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)
All fixtures and fittings of a permanent nature.

Payment (general condition 11)

Price $

Deposit _____ by (of which $ has been paid)

Balance _____ payable at settlement

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words **'farming business'** or **'going concern'** in this box

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

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are as attached in the vendor's statement

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words **'terms contract'** in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

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

Lender:
Loan amount Approval date:

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

Special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

☒ Special condition 1 – Adjustments

1.1 The Purchaser must provide to the Vendor copies of all rates and tax certificates and other information used to calculate the Statement of Adjustments ("the Adjustments") under general condition 23.

☒ Special condition 2– FIRB Approval

The Purchaser warrants to the Vendor:

2.1 that any approval required under the Foreign Acquisitions and Takeovers Act 1975 (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of the Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations to enter into this Contract has been obtained by the Purchaser; or

2.2. that a statement of non-objection in connection with the Foreign Acquisitions and Takeovers Act 1975 or such guidelines has been obtained by the Purchaser.

2.3 In the event that the warranty set out in Special Condition 2.1 or 2.2 is untrue in any respect the Purchaser indemnifies and will keep indemnified the Vendor against any loss (including consequential loss) which the Vendor suffers as a result of the Vendor having relied on this warranty at the time of entering into this Contract.

☒ Special condition 3– Costs

3.1. The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the date specified in this Contract ("the Due Date") for the payment of the residue as defined in this Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor (in addition to any interest payable pursuant to this Contract) in accordance with the terms of this Special Condition:

3.2 All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance including (but not limited to) any additional loan fee payable by the Vendor;

3.3 Interest payable by the Vendor under any existing mortgage over the Property calculated from the Due Date;

3.4 Accommodation expenses necessarily incurred by the Vendor;

3.5 Legal costs and expenses as between the Vendor's solicitor and the Vendor; and

3.6 Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase as referred to in Special Condition 3.2

☒ Special condition 4– Penalty Interest

4.1 If the Purchaser defaults in the payment of any monies due under this Contract, the Purchaser must, upon demand by the Vendor, pay to the Vendor interest at the rate set under the Penalty Interest Rates Act 1983 (Vic) plus 6% calculated on the monies due and unpaid during the period of default.

4.1.1 Condition 4 of Table A of the Seventh Schedule to the Transfer of Land Act 1958 (Vic) shall not apply to this Contract.

4.2 The period of default is deemed to end only upon payment of all interest and other monies due under this Contract have been paid by the Purchaser and the Purchaser's compliance with its contractual obligations.

4.3 The Vendor's exercise of its rights under this Special Condition does not affect any other rights of the Vendor under this Contract.

☒ Special condition 5– Condition of the Property

5.1 The Purchaser acknowledges that the Purchaser accepts the Property in the condition it was in as at the day of sale and that the Vendor will not be required to conduct any works at the Property.

5.2 The Purchaser acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or otherwise of the Property or that any structures on the Property comply with the Victorian Building Regulations 2018 (Vic) or the requirements of the municipality thereunder, and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims

or demands in respect thereof. The Purchaser will need to comply with all usual obligations and requirements that apply to any use or works that the Purchaser may wish to effect on the Property from the settlement date, at the Purchaser's expense.

☒ **Special condition 6– Sale by Auction**

The Property is offered for sale by auction 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 (Public Auctions) Regulations* 2014 (Vic), or any rules prescribed by regulations which modify or replace those rules.

☒ **Special condition 7– Nomination:**

7.1 If a Purchaser nominates a substitute or additional Purchaser under General Condition 4, they may do so provided that:
- 7.1.1 signed nomination documents are provided to the Vendor's conveyancers including any other documents required by the State Revenue Office; and
- 7.1.2 The Purchaser pays the Vendor's conveyancer's administrative cost of $200.00 plus GST for handling the nomination.

7.2 If the Purchaser nominates a substitute or additional purchaser, the Purchaser and any Guarantor(s):
- 7.2.1 Remains personally liable for the performance of all the Purchaser's obligations under this Contract; and
- 7.2.2 Indemnify the Vendor against all claims, demands, interest or penalties arising from the nomination.

7.3 If the Purchaser nominates a substitute or additional purchaser, and that purchaser is a company which is not listed on a recognised Australian Stock Exchange, then the Vendor may require that at least two directors of the nominated company (or if the nominated company be a sole director company, then the sole director) must execute the Guarantee at the time of the nomination.

Sch. 1

SCHEDULES

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

*1. No bids may be made on behalf of the vendor of the land.

OR

*1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

[*One of these alternatives must be deleted]

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

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 Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

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11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

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

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

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

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

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(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

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21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

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(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

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

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(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

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

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

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000.*

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

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28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

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Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

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GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

THE Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the said Contract of Sale on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract of Sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.

THIS Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchaser under the said Contract of Sale.
THIS Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.

THIS Guarantee shall not be affected or prejudiced by any variation or modification of the terms

of the said Contract of Sale except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the Transfer or partial Transfer of any part of the land to the Purchaser pursuant to the terms thereof.

This Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other security or otherwise any of the moneys at any time owing under the said Contract of Sale to the Vendor or by any laches or mistake on the part of the Vendor.

THIS Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding: -

That the contract for the repayment of the moneys hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser.

That the Purchaser was prohibited (whether expressly or by implication) by law, contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof;

That the Vendor had or ought to have had knowledge of any matters referred to in this Guarantee.

UNTIL the Vendor shall have received all monies payable to it under the said Contract of Sale the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.

ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a Director of the Vendor

or by any Solicitor purporting to act for the Vendor or by any other person duly authorised by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.

THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.

THIS Guarantee shall enure for the benefit of the Vendor and its successors and transferees.

FOR the consideration aforesaid and as a separate and coverable covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only by reason of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.
NOTWITHSTANDING anything else herein contained the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under the said Contract and upon payment to the Vendor of all monies payable as aforesaid under the said Contract whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

SCHEDULE

Vendor:

Purchaser:

Guarantor:

IN WITNESS whereof the said Guarantors have set their hands and seals this day of 2024

SIGNED SEALED AND DELIVERED by the said Guarantor in Victoria in the presence of:) _____

)

)

_____

DATED 2024

THI MONG THUY LE and LUONG BANG NGUYEN

to

CONTRACT OF SALE OF REAL ESTATE

Property: 42 LAWSON STREET, OAKLEIGH EAST VIC 3166

SETTLE EASY LAW
Solicitors
1/620 Whitehorse Road
Mitcham Vic 3132
Tel: (613) 9884 8993 / 0414 189 662
Email: deshani.narangala@settleeasylaw.com

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	**42 LAWSON STREET, OAKLEIGH EAST VIC 3166**	
Vendor's name	**THI MONG THUY LE**	**Date** 7/2/2024
Vendor's signature		
Vendor's name	**LUONG BANG NGUYEN**	**Date** 07/02/2024
Vendor's signature		
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

FINANCIAL MATTERS

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

Please see attached

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):

Not Applicable

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): - As attached, however underground electricity cables, sewers/drains may be 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**

As attached.

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:

As attached.

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:

None to the Vendor's Knowledge.

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:

None to the Vendor's Knowledge.

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 owner's 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 ☒

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

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.

10.2 **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 1000m^2; (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.)

As Attached.

13. ATTACHMENTS

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

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

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

As Attached

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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 08748 FOLIO 806 Security no : 124112141131U
Produced 25/01/2024 11:49 AM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 066368.
PARENT TITLE Volume 08323 Folio 829
Created by instrument D203857 02/10/1968

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
THI MONG THUY LE
LUONG BANG NGUYEN both of 1/55 MANTON ROAD CLAYTON VIC 3168
AL597425Q 05/01/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN644080X 14/03/2017
COMMONWEALTH BANK OF AUSTRALIA

COVENANT B409296

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

DIAGRAM LOCATION

SEE LP066368 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: 42 LAWSON STREET OAKLEIGH EAST VIC 3166

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 14/03/2017

DOCUMENT END

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LP66368
EDITION 1
APPROVED 30/10/64

V

PLAN OF SUBDIVISION OF

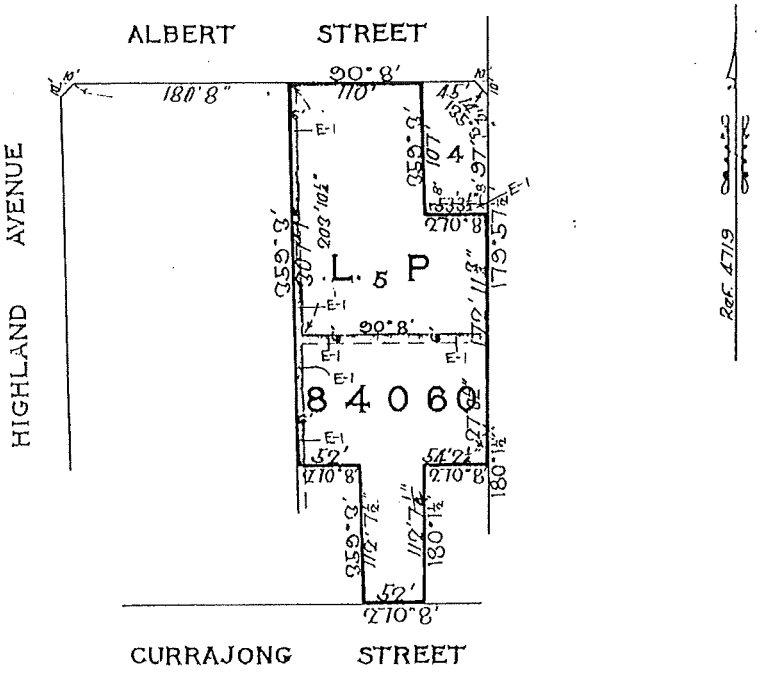
PART OF CROWN PORTION 14

PARISH OF MULGRAVE

APPROPRIATIONS
The land coloured BLUE is set apart for Drainage & Sewerage purposes.

V.8323 F.829

COLOUR CONVERSION FOR EASEMENTS
E-1 = BLUE



CONSENT OF COUNCIL	SURVEYOR'S CERTIFICATION
	I Certify that this plan has been made by me and accords with title and is mathematically correct and ~~is~~ based on survey.
	Licensed Surveyor.
	Date 30. 1. 64

FOR APPROPRIATIONS, ETC,
SEE BACK HEREOF

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CERTIFICATE OF TITLE V. 8323 F. 829

LODGED BY CORR & CORR ✓

DEALING No ..... DATE 5.10.64

DECLARED BY M.L. BRAID 30.1.64

CONSENT OF COUNCIL CITY OF OAKLEIGH ✓

26.5.64

.....

APPROVED
PLAN MAY BE LODGED DATE 30.10.64 TIME 2.40

LP 66368
BACK OF SHEET 1

THE LAND COLOURED BLUE
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
DRAINAGE & SEWERAGE

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B409296

B409296

REGD

CORR & CORR

TRANSFER OF LAND

I, GEORGE STANLEY GORDON of 46 Miller Street, Tongala Civil Engineer being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of ONE THOUSAND FOUR HUNDRED POUNDS (£1,400.0.0.) paid by JAMES LINDSAY McLEAN, Market Gardener and JEAN ANN McLEAN, Married Woman both formerly of Park Street, Clayton but now of Currajong Street, North Clayton HEREBY TRANSFER to the said James Lindsay McLean and Jean Ann McLean ALL my estate and interest in ALL THOSE pieces of land being Lots 1, 2 and 3 on Plan of Subdivision 54525, Parish of Mulgrave and the said James Lindsay McLean and Jean Ann McLean for themselves and their respective heirs, executors, administrators and transferees, registered proprietor or proprietors for the time being of the land hereby transferred or any part thereof hereby covenant jointly and severally that the said George Stanley Gordon his heirs, executors, administrators and transferees, registered proprietor or proprietors for the time being of the land remaining untransferred in the ~~said~~ Volume 4283 Folio 589 Certificate of Title or any part thereof

(a) not to erect on any one lot any buildings other than one dwelling house and the usual outbuildings and fencing, not to carry on any trade or business on any of the said lots

(b) that the said land hereby transferred shall not be used for the purpose of any trade or business

(c) that no earth, clay, stone, gravel or sand may be excavated, carried away or removed from any of the said lots save and except as may be necessary in connection with excavating for building purposes

and it is requested that these covenants should be noted and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as encumbrances. The first covenant contained herein has been modified by agreements of all interested parties which agreements are now filed herewith C931505.

H.E. Spencer
Assistant Registrar of Titles
8th November 1967.

The within covenant has been modified as to the within described Lot 2 by Order No. M9256 of the Supreme Court dated 3rd December 1973 copies whereof are now attached to this Transfer Registered 21st January 1974 No. E170719

VICTORIA STAMP DUTY FIFTEEN POUNDS

STAMP DUTY E R FIFTY SHILLINGS 50/-

STAMP DUTY 19 APR 1962 VICTORIA

OFFICE OF TITLES VICTORIA

DB409296-1-6

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effecting the same.

DATED the 17th day of April 1962.

SIGNED inVictoria by the said)
GEORGE STANLEY GORDON in the) G.S. Gordon
presence of:)

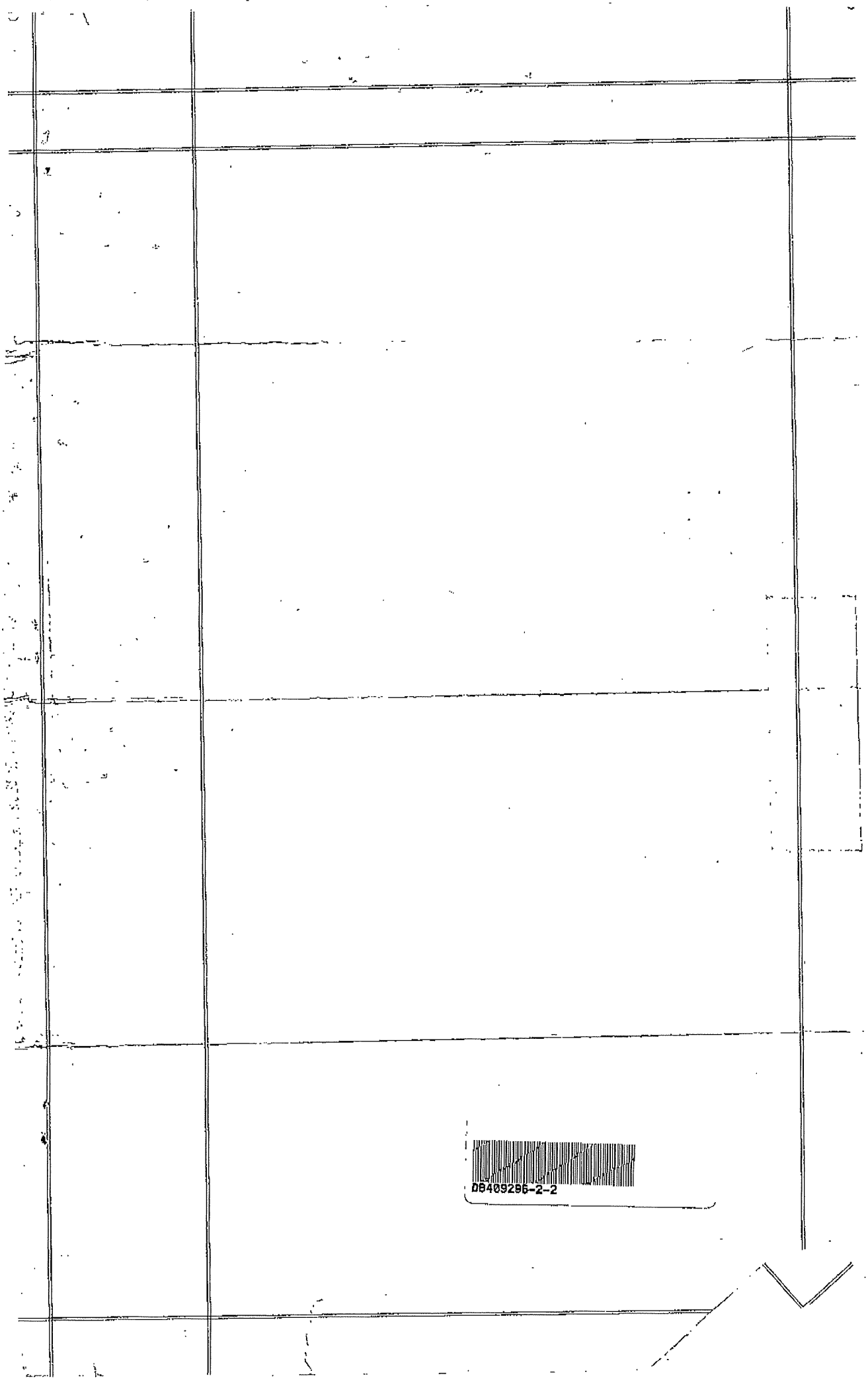
Patricia Gordon

SIGNED in Victoria by the said) J.L.M. Lean
JAMES LINDSAY McLEAN and JEAN)
ANN McLEAN in the presence of:) J. A. McLean

Doris Elliott

ENCUMBRANCES REFERRED TO

As set out at the foot of the said Certificate of Title.


DB409296-2-2

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CORR & CORR,
Solicitors,
290 Latrobe Street,
MELBOURNE. C.1.
SP/LH
TM51.

TRANSFER OF LAND

GEORGE STANLEY GORDON

to

JAMES LINDSAY McLEAN
and
JEAN ANN McLEAN

DATED

1962.

A memorandum of the within instrument has been entered in the Register Book

OFFICE OF TITLES VICTORIA

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F170719

8773-578
Imp 27

NO P/A, WRITS, CAVEATS AFFECT

~~512 N~~

DB409296-3-9

For advice.
Ser. 88 (1)
Court order (2) lad.
T. for Lerewith

Referred to Chief Examiner 8 FEB 1974

12 FEB 1974

Mr Hennessy 14.2.74

Please attach LP 54525 + C/T 4283/589 + resubmit
Mennes 14/2/74

18 JUN 1974

PROCEED —

(1) Endorse C/T 8773/578: "The above covenant has been modified as to the land herein by Order No M9256 of the Supreme Court dated 3/12/73 a copy whereof is now filed with Transfer No. B409296. ~~Seal~~"
REGISTERED 21st JANUARY 1974
F170719.

(2) Endorse Transfer B409296: "The within covenant has been modified as to the within described lot 2 by Order No M9256 of the Supreme Court dated 3/12/73 copies whereof are now attached to this Transfer. Seal"
REGISTERED 21st JANUARY 1974
F170719.

(3). Attach copies of Order to Transfer B409296. Mennes 15/7/74

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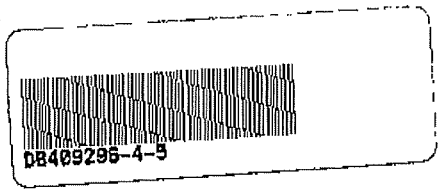
F170719

IN THE SUPREME COURT)
)
OF VICTORIA)

M 9256

IN THE MATTER of a Restrictive Covenant set out in Transfer B409296 and amended by an Application under the Transfer of Land Act 1958 No. C931505; and

IN THE MATTER of an Application by JAMES LINDSAY McLEAN and JEAN ANN McLEAN to modify the said Restrictive Covenant pursuant to Section 84 (1) of the Property Law Act 1958.



BEFORE MASTER BERGERE THE 3RD DAY OF DECEMBER, 1973

UPON HEARING the solicitor for the applicants and no person appearing to oppose the application and UPON READING the summons herein dated 16th October, 1973 and the Orders made herein by Master Bergere on the 16th October, 1973 and 12th day of November, 1973 and upon reading the Affidavit of James Lindsay Rae McLean sworn the 25th August, 1973 and the several Affidavits of Terence Thomas O'Brien sworn the 24th September, 1973; 12th November, 1973 and 3rd December, 1973 respectively all filed herein and the exhibits referred to in the said Affidavits and being satisfied that the continued existence of the Covenant contained in Instrument of Transfer Number B409296 would unless modified impede the reasonable use of the land now comprised in Certificate of Title Volume 8773 Folio 578 without securing practical benefits to other persons and that the proposed modification of the said Covenant will not substantially injure persons entitled to the benefit of the restriction.

I DO ORDER that the Covenant contained in Instrument of Transfer Number B409296 be modified so as to permit the land now comprised in Certificate of Title Volume 8773 Folio 578 to be subdivided into not more than five separate allotments and so as to permit one house and dwelling together with the usual outbuildings

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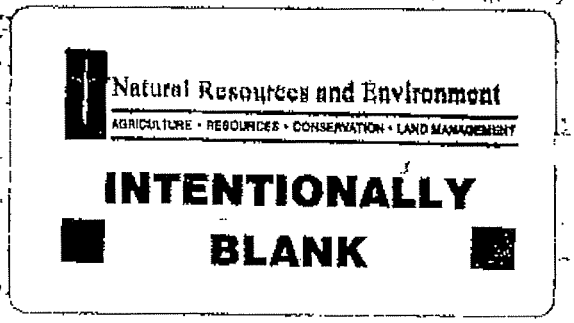

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appurtenant thereto to be erected and maintained on each of the said allotments and so as to enable each said allotment to be transferred to a separate purchaser and I DO FURTHER ORDER that within 14 days after this day, the applicants cause an office copy of this Order to be lodged with the Registrar of Titles.

7-12-73
LS

E. N. Bergere

MASTER

5-D
3-00

OB409296-5-1

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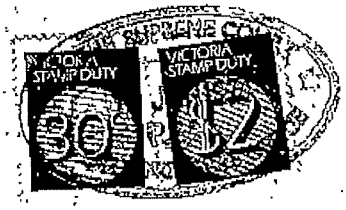
IN THE SUPREME COURT)
)
OF VICTORIA)

M 9256.

IN THE MATTER of a Restrictive Covenant set out in Transfer B409296 and amended by an Application under the Transfer of Land Act 1958 No. C931505; and

IN THE MATTER of an Application by JAMES LINDSAY McLEAN and JEAN ANN McLEAN to modify the said Restrictive Covenant pursuant to Section 94 (1) of the Property Law Act 1958.

ORDER OF MASTER BERGERE MADE THE 3RD DAY OF DECEMBER, 1973.



I CERTIFY THE TYPEWRITING ON THIS/THESE PAGES TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL ..... OF WHICH IT PURPORTS TO BE A COPY AS FILED IN THIS OFFICE.

DATED THIS 18th DAY OF January 19 74

Acting PROTHONOTARY OF THE SUPREME COURT

TERENCE T. O'BRIEN, LL.B.,
Solicitor,
276 Claytond Road,
Clayton, 3168.

Tel: 544 7600
544 7822.

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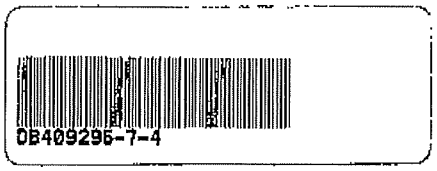
IN THE SUPREME COURT)
)
OF VICTORIA)

REGD

M 9256

IN THE MATTER of a Restrictive Covenant set out in Transfer B409296 and amended by an Application under the Transfer of Land Act 1958 No. C931505; and

IN THE MATTER of an Application by JAMES LINDSAY McLEAN and JEAN ANN McLEAN to modify the said Restrictive Covenant pursuant to Section 84 (1) of the Property Law Act 1958.



BEFORE MASTER BERGERE THE 3RD DAY OF DECEMBER, 1973

UPON HEARING the solicitor for the applicants and no person appearing to oppose the application and UPON READING the summons herein dated 16th day of November, 1973 and the Orders made herein by Master Bergere on the 16th October, 1973 and 12th day of November, 1973 and upon reading the Affidavit of James Lindsay Rae McLean sworn the 25th August, 1973 and the several Affidavits of Terence Thomas O'Brien sworn the 24th September, 1973; 12th November, 1973 and 3rd December, 1973 respectively all filed herein and the exhibits referred to in the said Affidavits and being satisfied that the continued existence of the Covenant contained in Instrument of Transfer Number B409296 would unless modified impede the reasonable use of the land now comprised in Certificate of Title Volume 8773 Folio 578 without securing practical benefits to other persons and that the proposed modification of the said Covenant will not substantially injure persons entitled to the benefit of the restriction.

I DO ORDER that the Covenant contained in Instrument of Transfer Number B409296 be modified so as to permit the land now comprised in Certificate of Title Volume 8773 Folio 578 to be subdivided into not more than five separate allotments and so as to permit one house and dwelling together with the usual outbuildings

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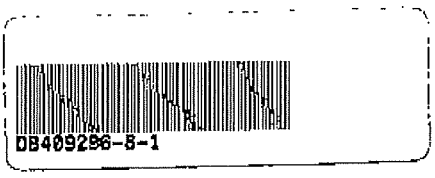
appurtenant thereto to be erected and maintained on each of the said allotments and so as to enable each said allotment to be transferred to a separate purchaser and I DO FURTHER ORDER that within 14 days after this day, the applicants cause an office copy of this order to be lodged with the Registrar of Titles.

E. N. Bergere

MASTER

Masters Office
7 Dec 1973
Melbourne

S-D
$3-00



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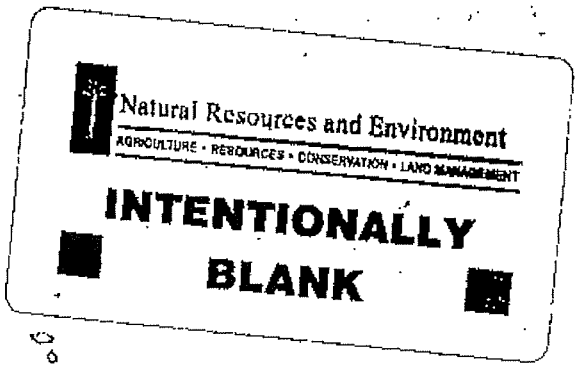

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DB409296-9-7

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IN THE SUPREME COURT)
)
OF VICTORIA)

M 9256

IN THE MATTER of a Restrictive Covenant set out in Transfer B409296 and amended by an Application under the Transfer of Land Act 1958 No. C931505; and

IN THE MATTER of an Application by JAMES LINDSAY McLEAN and JEAN ANN McLEAN to modify the said Restrictive Covenant pursuant to Section 84 (1) of the Property Law Act 1958.

ORDER OF MASTER BERGERE MADE THE 3RD DAY OF DECEMBER, 1973.

TERENCE T. O'BRIEN, LL.B.,
Solicitor,
276 Clayton Road,
Clayton, 3168.

Tel: 544 7600
544 7822.

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9-03

$12

F170719

F170719

12.00 A PT T 9- 3 168657 JAN21-74

REGD

CONTROL AND C.T. TO ISSUE TO

SSBK A23

ORDER ATTACHED

Order

Orig C/E 2283/589 F9900

TERENCE T. O'BRIEN LL.B.

VICTORIA

APPLICATION TO REGISTER MODIFICATION OF RESTRICTIVE COVENANT PURSUANT TO SECTION 88 (1) OF THE TRANSFER OF LAND ACT 1958

WE, JAMES LINDSAY McLEAN Market Gardener and JEAN ANN McLEAN Married Woman both of Leumear Street, North Clayton being registered as the proprietors of all that land being Lot 8 on Plan of Subdivision No. 84060 Parish of Mulgrave County of Bourke and being land contained in Certificate of Title Volume 8773 Folio 578 DO HEREBY apply to register the modification of the covenant contained in Transfer B 409296 relating to the said land contained in Certificate of Title Volume 8773 Folio 578 in accordance with the order made by Master Bergere in the Supreme Court of Victoria on the 3rd day of December, 1973.

Dated the 18th day of January 1974

Terence T O'Brien

TERENCE THOMAS O'BRIEN, LL.B.
Solicitor for the applicants.

DB409296-10-9

8/74

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A memorandum of the within instrument has been entered in the Register Book.

H.I.N.

Terence T. O'Brien LL.B.

BARRISTER AND SOLICITOR

276 CLAYTON ROAD, CLAYTON, 3168

TELEPHONE: 544 7600
544 7822
544 9694

YOUR REF.

MY REF.

6th May, 1974.

TO: Registrar of Titles,
Office of Titles,
Queen Street,
MELBOURNE.....3000.

Re: Dealing No. F 170719
Registration of Modification of Restrictive Covenant (Impounded No. 127)

Please hand Control of the above dealing to State Savings Bank of Victoria and upon completion hand duplicate Certificate of Title Volume 8773 Folio 578 to State Savings Bank of Victoria.

Terence T O'Brien

TERENCE T. O'BRIEN LL.B.

Solicitor for the JAMES LINDSAY Mc LEAN and JEAN ANN Mc LEAN.

17/8

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C931505

NO P/A, WRIT
CAVEAT AFFECTS

B409296
4283-589
5426-582



DB409296-11-6

For advice
as to 188(1)
3 consents lgt.

24 NOV 1967 1968

Mr. Spencer
[illegible]
4/12/67

O/C Corres Branch
As the land in C/T 8595/629A was transferred to Ivan Ovcin and Gisela Ovcin on 2/8/67, their consent under seal should be obtained to the variation of the covenant.

NOTICE UNDER SEC. 105
-7 DEC 1967
ACT. 6399 SENT
G. McK.

5/12/67

Consent to V/Mgt Gd 23.2.68
(over)

Proceed
26/2/68

Endorse C/T 8323/829 as follows (in green ink) on the face:-
"The above covenant has been modified by agreements which agreements are now filed with transfer No B409296 a.R.T
See C931505 Date 8 NOV 1967 ".

Endorse transfer B409296 (in green ink) in the margin:-
"The first covenant contained herein has been modified by agreements of all interested parties which agreements are now ~~attached~~ filed herewith
See C931505 Date a.R.T 8 NOV 1967 26/2/68 ".

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C931505

DB409296-12-3

REGD

TO ALL TO WHOM THESE PRESENTS SHALL COME: ADOLFO ABELA Electrical Mechanic and MARIA ABELA Married Woman both of ~~Oberson~~ OBERON Avenue, North Clayton in the State of Victoria, being registered as the proprietors of ALL THAT piece of land being Lot 175 on Plan of Subdivision No. 41839 Parish of Mulgrave and being the whole of the land described in Certificate of Title Volume 8456 Folio 582 = 8456/582

SEND GREETINGS :

WHEREAS the benefit of the restrictive covenant contained in Instrument of Transfer No. B409296 enures for the benefit of the said Lot 175 NOW KNOW YE AND THESE PRESENTS WITNESS THAT the said ADOLFO ABELA and MARIA ABELA DO HEREBY AGREE to the variation of the said restrictive covenant so that paragraph (a) thereof shall provide as follows:-

"(a) Not to carry on any trade or business on any of the said Lots 1, 2 and 3 on Plan of Subdivision No. 54525 and not to erect any flats or any buildings other than one dwelling house and the usual outbuildings and fencing on each of Lots 1 and 3 on Plan of Subdivision No. 54525 and Lots 4 and 5 on Plan of Subdivision No. 66368 save that in addition to the one dwelling house and the usual out buildings and fencing erected on Lot 5 on Plan of Subdivision No. 66368 one dwelling house and the usual out buildings and fencing may be erected on each of two residential allotments fronting onto Albert Street, Clayton on any future Plan of Subdivision comprising portion of the land contained in the said Lot 5 on Plan of Subdivision No. 66368 PROVIDING that such future Plan of Subdivision conforms with all requirements of the relevant Municipality and any applicable legislation and is sealed by the Municipality pursuant to the Local Government Act 1958 (as amended) and approved by the Registrar of Titles pursuant to the Transfer of Land Act 1958".

AND the said ADOLFO ABELA and MARIA ABELA FURTHER CONSENT AND AGREE to the entry on the relevant Certificate or Certificates of Title of a Memorandum of this Instrument of Variation of

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Covenant.

IN WITNESS WHEREOF the said ADOLFO ABELA and MARIA ABELA have executed these presents this 10th day of July One thousand nine hundred and sixty-seven.

SIGNED SEALED AND DELIVERED by the said ADOLFO ABELA in the presence of:

SIGNED SEALED AND DELIVERED by the said MARIA ABELA in the presence of:

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DATED 1967

ADOLFO ABELA &
MARIA ABELA

- to -

JAMES LINDSAY McLEAN
& JEAN ANN McLEAN

VARIATION OF COVENANT

CORR & CORR,
Solicitors,
290 Latrobe Street,
MELBOURNE. C.1.
30-0211.

ATL.LJM

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Delivered by LANJATA®, timestamp 07/02/2024 10:11 Page 27 of 40

C06931505

DB409296-14-8

TO ALL TO WHOM THESE PRESENTS SHALL COME : BENEDETTO RECUPERO Labourer and MARIE RECUPERO Married Woman both of 265 Dandenong Road, Huntingdale in the State of Victoria being registered as the proprietors of ALL THAT piece of land being Lot 13 on Plan of Subdivision No. 21141 and being part of the land more particularly described in Certificate of Title Volume 4283 Folio 589

= 8595/629 A.

SEND GREETINGS :

WHEREAS the benefit of the restrictive covenant contained in Instrument of Transfer No. B409296 enures for the benefit of the said Lot 13 NOW KNOW YE AND THESE PRESENTS WITNESS THAT the said BENEDETTO RECUPERO and MARIE RECUPERO DO HEREBY AGREE to the variation of the said restrictive covenant so that paragraph (a) thereof shall provide as follows :-

"(a) Not to carry on any trade or business on any of the said Lots 1, 2 and 3 on Plan of Subdivision No. 54525 and not to erect any flats or any buildings other than one dwelling house and the usual out buildings and fencing on each of Lots 1 and 3 on Plan of Subdivision No. 54525 and Lots 4 and 5 on Plan of Subdivision No. 66368 save that in addition to the onedwelling house and the usual out buildings and fencing erected on Lot 5 on Plan of Subdivision No. 66368 one dwelling house and the usual out buildings and fencing may be erected on each of two residential allotments fronting onto Albert Street, Clayton on any future Plan of Subdivision comprising portion of the land contained in the said Lot 5 on Plan of Subdivision No. 66368 PROVIDING that such future Plan of Subdivision conforms with all requirements of the relevant Municipality and any applicable legislation and is sealed by the Municipality pursuant to the Local Government Act 1958 (as amended) and approved by the Registrar of Titles pursuant to the Transfer of Land Act 1958".

AND the said BENEDETTO RECUPERO and MARIE RECUPERO FURTHER CONSENTS AND AGREES to the entry on the relevant Certificate or

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Certificates of Title of a memorandum of this Instrument of Variation of Covenant.

IN WITNESS WHEREOF the said BENEDETTO RECUPERO and MARIE RECUPERO have executed these presents this 3 RD day of MAY One thousand nine hundred and sixty-seven.

SIGNED SEALED AND DELIVERED by the said BENEDETTO RECUPERO in the presence of:) B. Recupero

J. Faraone.

SIGNED SEALED AND DELIVERED by the said MARIE RECUPERO in the presence of:) M. Recupero

J. Faraone.

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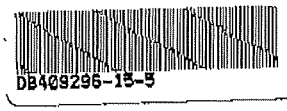

DATED 1967

B. & M. RECUPERO

- to -

JAMES LINDSAY McLEAN
& JEAN ANN McLEAN

VARIATION OF COVENANT

CORR & CORR,
Solicitors,
290 Latrobe Street,
MELBOURNE. C.1.

30-0211. ATL.LJM

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C/8/505

D8409296-16-2

TO ALL TO WHOM THESE PRESENTS SHALL COME : IVAN OVCIN Taxi Driver and GISELA OVCIN Married Woman both formerly of Flat 6, 21 Ulupna Road, Ormond but how of Lawson Street, Clayton being registered as the proprietors of ALL THAT piece of land being Lot 13 on Plan of Subdivision No. 21141 and being the whole of the land described in Certificate of Title Volume 8595 Folio 629A

SEND GREETINGS :

WHEREAS the benefit of the restrictive covenant contained in Instrument of Transfer No. B409296 enures for the benefit of the said land remaining untransferred in Certificate of Title Volume 8595 Folio 629A NOW KNOW YE AND THESE PRESENTS WITNESS THAT the said IVAN OVCIN and GISELA OVCIN HEREBY AGREE to the variation of the said restrictive covenant so that paragraph (a) thereof shall provide as follows :-

"(a) Not to carry on any trade or business on any of the said Lots 1, 2 and 3 on Plan of Subdivision No. 54525 and not to erect any flats or any buildings other than one dwelling house and the usual out-buildings and fencing on each of Lots 1 and 3 on Plan of Subdivision No. 54525 and Lots 4 and 5 on Plan of Subdivision No. 66368 save that in addition to the one dwelling house and the usual out-buildings and fencing erected on Lot 5 on Plan of Subdivision No. 66368 one dwelling house and the usual out buildings and fencing may be erected on each of two residential allotments fronting onto Albert Street, Clayton on any future Plan of Subdivision comprising portion of the land contained in the said Lot 5 on Plan of Subdivision No. 66368 PROVIDING that such future Plan of Subdivision conforms with all requirements of the relevant Municipality and any applicable legislation and is sealed by the Municipality pursuant to the Local Government Act 1958 (as amended) and approved by the Registrar of Titles pursuant to the Transfer of Land Act 1958."

AND the said IVAN OVCIN and GISELA OVCIN FURTHER CONSENT AND

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AGREE to the entry on the relevant Certificate or Certificates of Title of a memorandum of this Instrument of Variation of Covenant.

IN WITNESS whereof the said IVAN OVCIN and GISELA OVCIN have executed these presents this 20th day of February One thousand nine hundred and sixty-eight.

SIGNED SEALED AND DELIVERED by the said IVAN OVCIN in the presence of :

Ivan Ovcin

SIGNED SEALED AND DELIVERED by the said GISELA OVCIN in the presence of :

Gisela Ovcin

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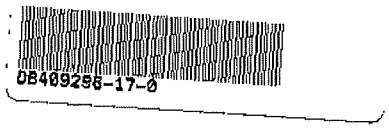

DATED 1968

IVAN OVCIN and GISELA OVCIN

VARIATION OF COVENANT

CORR & CORR
Solicitors
290 Latrobe Street,
MELBOURNE 3000.

30-0211 ATL.LJM

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C931505

DB409296-18-7

TO ALL TO WHOM THESE PRESENTS SHALL COME : GEORGE STANLEY GORDON of 46 Miller Street, Tongala in the State of Victoria being registered as the proprietor of ALL THAT piece of land being the land remaining untransferred in Certificate of Title Volume 4283 Folio 589 ✓

SENDS GREETINGS :

WHEREAS the benefit of the restrictive covenant contained in Instrument of Transfer No. B 409296 enures for the benefit of the said land remaining untransferred in Certificate of Title Volume 4283 Folio 589 NOW KNOW YE AND THESE PRESENTS WITNESS THAT the said GEORGE STANLEY GORDON HEREBY AGREES to the variation of the said restrictive covenant so that paragraph (a) thereof shall provide as follows :-

"(a) Not to carry on any trade or business on any of the said Lots 1, 2 and 3 on Plan of Subdivision No. 54525 and not to erect any flats or any buildings other than one dwelling house and the usual out buildings and fencing on each of Lots 1 and 3 on Plan of Subdivision No. 54525 and Lots 4 and 5 on Plan of Subdivision No. 66368 save that in addition to the one dwelling house and the usual out buildings and fencing erected on Lot 5 on Plan of Subdivision No. 66368 one dwelling house and the usual out buildings and fencing may be erected on each of two residential allotments fronting onto Albert Street, Clayton on any future Plan of Subdivision comprising portion of the land contained in the said Lot 5 on Plan of Subdivision No. 66368 PROVIDING that such future Plan of Subdivision conforms with all requirements of the relevant Municipality and any applicable legislation and is sealed by the Municipality pursuant to the Local Government Act 1958 (as amended) and approved by the Registrar of Titles pursuant to the Transfer of Land Act 1958."

AND the said GEORGE STANLEY GORDON FURTHER CONSENTS AND AGREES to the entry on the relevant Certificate or Certificates of Title of a memorandum of this Instrument of Variation of

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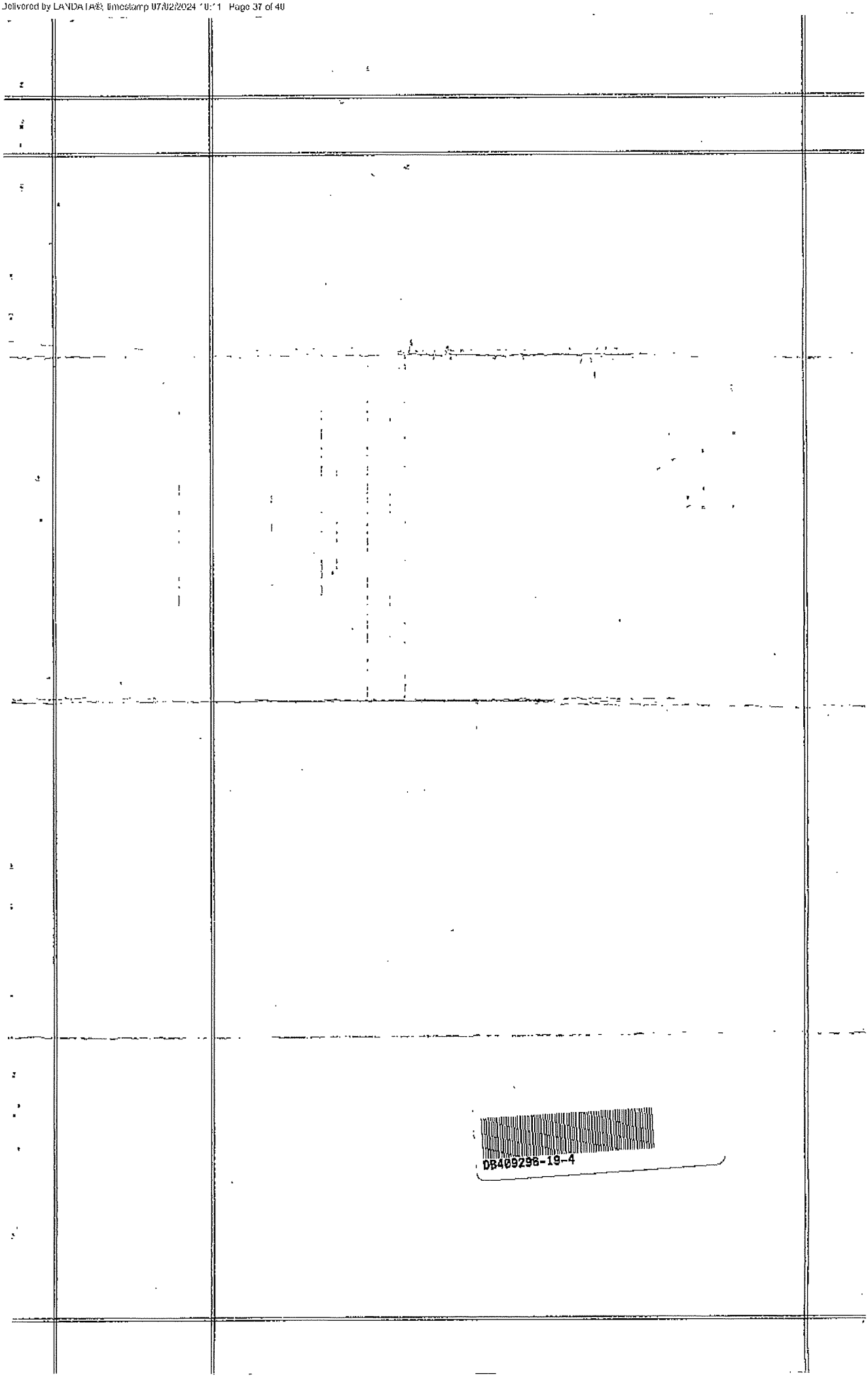
Covenant.

IN WITNESS whereof the said GEORGE STANLEY GORDON has executed these presents this 16th day of November One thousand nine hundred and sixty-six.

SIGNED SEALED AND DELIVERED by)
the said GEORGE STANLEY GORDON) G S Gordon
in the presence of :-)

Patricia Gordon



DB409296-19-4

DATED 1966

GEORGE STANLEY GORDON

-to-

JAMES LINDSAY McLEAN
& JEAN ANN MCLEAN.

VARIATION OF COVENANT

CORR & CORR,
SOLICITORS,
290 LATROBE ST.,
MELBOURNE. C.1.

30-0211. ATL:JS.

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Delivered by LANDATAX, timestamp 07/02/2024 10:11 Page 39 of 40

C931505

6.00 A RT T

2-13 -638607 NOV-8-67

Consent

P.931505

CORR + CORR
C/Tlo E S & A BANK

APPLICATION UNDER SECTION 88 (1) OF THE TRANSFER OF LAND ACT 1958 FOR VARIATION OF COVENANT.

We, JAMES LINDSAY McLEAN Market Gardener and JEAN ANN McLEAN Married Woman both of Leumear Street, Clayton being registered as the proprietors of ALL THAT piece of land being the whole of the land described in Certificate of Title volume 8323 folio 829 the said land being subject to the Restrictive Covenant contained in Instrument of Transfer No. B409296 HEREBY APPLY for the entry upon the said Certificate of Title of a memorandum of the variation of the said Restrictive Covenant by consent of the interested parties so that Paragraph (a) of such Restrictive Covenant shall read as follows:-

(a) Not to carry on any trade or business on any of the said Lots 1, 2 and 3 on Plan of Subdivision No. 54525 and not to erect any flats or any buildings other than one dwelling house and the usual out buildings and fencing on each of Lots 1 and 3 on Plan of Subdivision No. 54525 and Lots 4 and 5 on Plan of Subdivision No. 66368 save that in addition to the one dwelling house and the usual out buildings and fencing erected on Lot 5 on Plan of Subdivision No. 66368 one dwelling house and the usual out buildings and fencing may be erected on each of two residential allotments fronting onto Albert Street, Clayton on any future Plan of Subdivision comprising portion of the land contained in the said Lot 5 on Plan of Subdivision No. 66368 PROVIDING that such future Plan of Subdivision conforms with all requirements of the relevant Municipality and any applicable legislation and is sealed by the Municipality pursuant to the Local Government Act 1958 (as amended) and approved by the Registrar of Titles pursuant to the Transfer of Land Act 1958.

DATED the 25 day of August 1967.

.....

CORR & CORR Solicitors & Agents for the said JAMES LINDSAY McLEAN and JEAN ANN McLEAN.

DB409296-20-5

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To the Registrar of Titles,

Please register the within application and on completion return Certificate of Title to the English Scottish and Australian Bank Limited.

Manager, E.S. & A Bank Limited.

DATED 1967

J.L.I. & J.A. McLEAN

VARIATION OF COVENANT

CORR & CORR,
Solicitors,
290 Latrobe Street,
MELBOURNE 3000
ATL:LJM 30-0211

A memorandum of the within instrument has been entered in the Register Book.

OFFICE OF TITLES C. T. VICTORIA

PROPERTY REPORT

VICTORIA State Government | Energy, Environment and Climate Action

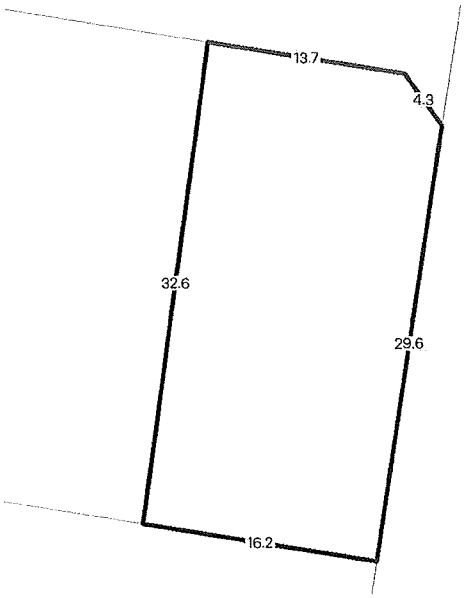
From www.land.vic.gov.au at 07 February 2024 10:49 AM

PROPERTY DETAILS

Address:	**42 LAWSON STREET OAKLEIGH EAST 3166**
Lot and Plan Number:	**Lot 4 LP66368**
Standard Parcel Identifier (SPI):	**4\LP66368**
Local Government Area (Council):	**MONASH** www.monash.vic.gov.au
Council Property Number:	**228049**
Directory Reference:	**Melway 70 C9**

SITE DIMENSIONS

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



Area: 534 sq. m
Perimeter: 96 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:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**OAKLEIGH**

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

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PROPERTY REPORT

VICTORIA State Government | Energy, Environment and Climate Action

Area Map



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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 07 February 2024 10:48 AM

PROPERTY DETAILS

Address:	**42 LAWSON STREET OAKLEIGH EAST 3166**
Lot and Plan Number:	**Lot 4 LP66368**
Standard Parcel Identifier (SPI):	**4\LP66368**
Local Government Area (Council):	**MONASH** www.monash.vic.gov.au
Council Property Number:	**228049**
Planning Scheme:	**Monash** Planning Scheme - Monash
Directory Reference:	**Melway 70 C9**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**OAKLEIGH**

OTHER

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

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 3 (GRZ3)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

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 abut 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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

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 Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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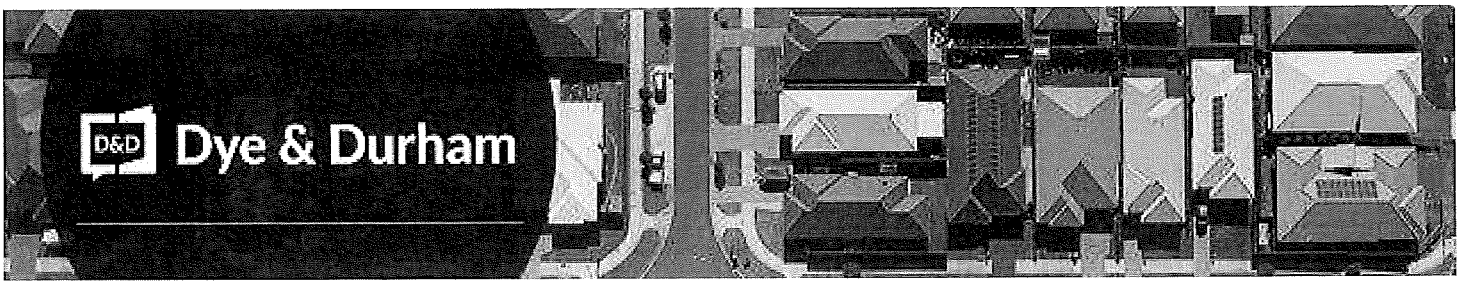
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).



Planning Certificate

PROPERTY DETAILS

Property Address:	42 LAWSON STREET OAKLEIGH EAST VIC 3166
Title Particulars:	Vol 8748 Fol 806
Vendor:	THI MONG THUY LE, LUONG BANG NGUYEN
Purchaser:	N/A

Certificate No:	OR-14MQ4ADVJHD7Z..
Date:	07/02/2024
Matter Ref:	Thi Mong Thuy Le - 42 Lawson Street
Client:	SUNETH NARANGALA T/As...

MUNICIPALITY

MONASH

PLANNING SCHEME

MONASH PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

MONASH CITY COUNCIL

ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 3

ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE

APPLICABLE OVERLAYS

NOT APPLICABLE

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE

ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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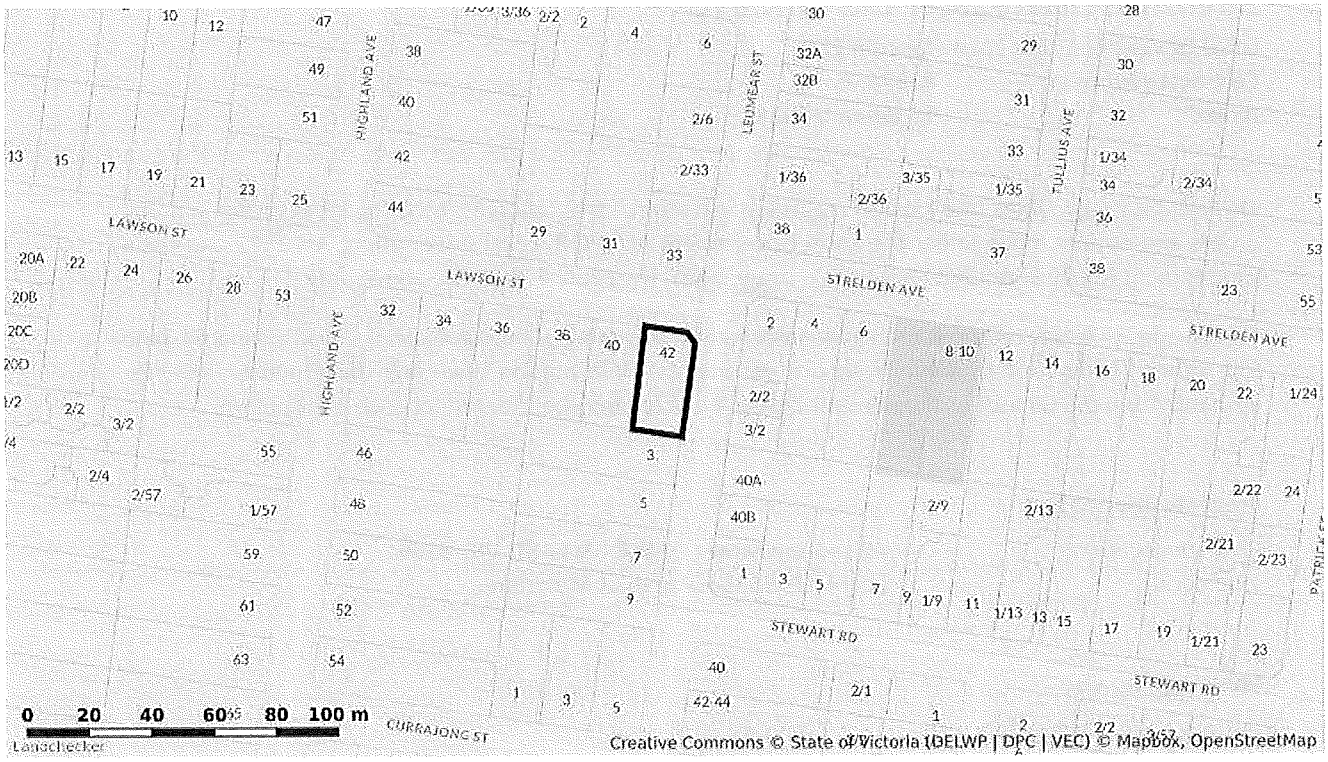
Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

PLANNING ZONES MAP



ZONING

- GRZ3 - GENERAL RESIDENTIAL ZONE - SCHEDULE 3

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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CITY OF
MONASH

Land Information Certificate

Local Government Act 2020 - Section 121
Certificate Number: **82370**
Issued: **25 January 2024**

This certificate **provides** information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 and Local Government Act 2020 or under a local law or by-law of the council, as at the above date.

This certificate is **not required** to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Property Information:

Property location:	**42 Lawson Street OAKLEIGH EAST VIC 3166**
Title details:	**Lot 4 LP 66368 Parish of Mulgrave**

Valuation details:

Current level of value date:	1 January 2023
Valuation date operative for rating purposes:	1 July 2023
Capital Improved Value:	1,030,000
Site Value:	885,000
Net Annual Value:	51,500

This Council uses the 'Capital Improved Value' of the property for rating purposes.

Due Dates for Payment:

1. **Arrears Rates & Charges & Arrears Legal** - Immediately - **PLEASE NOTE** If this certificate has Arrears Rates & Charges greater than $100.00 **or** any Arrears Legal then **the owner must contact** Council's recovery agency Maddocks Recoveries on 03 9258 3847 to discuss this debt as further legal action may be pending and additional costs incurred.
2. **Legal/Bank fees/Interest raised current year** - Immediately.
3. **In Full** - 15 February 2024. If amount unpaid after this date refer to point 1 above.
4. **Four Instalments** – 2 October 2023, 30 November 2023, 29 February 2024 & 31 May 2024.
5. **Ten Instalments** – Commencing 1 September 2023 ending 3 June 2024.

Rates & Charges - Multiple assessments may apply (see below) for the year ending: 30 June 2024:

Assessment No. 1584663

Charges:	
Residential/Supplementary Rate	1,487.85
Recycle and Waste Levy	52.00
Fire Services Levy - State Government	172.35
Legal Costs and Fees	0.00

Pension Rebates (if applicable):	
Residential/Supplementary Rate - Government	0.00
Residential/Supplementary Rate - Council	0.00
Legal Costs and Fees	0.00
Recycle and Waste Levy	0.00
Fire Services Levy - State Government	0.00

Additional information and amounts:		
Arrears Rates & Charges	B/Fwd 01/07/2023	0.00
Arrears Legal	B/Fwd 01/07/2023	0.00
Interest raised current year on	Arrears Rates & Charges	0.00
Interest raised current year on	Overdue Instals/General/Supp Rates	0.00
Legal/Bank Fees		0.00
Payments		0.00
Overpayments		0.00
Refunds		0.00
BALANCE OWING	***Assessment No. 1584663***	***$1,712.20***

The Local Government Act 1989, Section 175, requires all arrears/interest/legal fees amounts to be paid in full immediately upon settlement.

Section 175 of the Local Government Act 1989 refers to the purchasers' responsibilities for payments upon becoming the owner of the land.

To confirm the amount payable please contact Customer Service on (03) 9518 3555. Please note, overdue amounts continue to accrue interest at 10.00% pa until payment in full is received by Council.

Notices, Orders, Outstanding or Potential Liability / Subdivisional:

A. **Potential liability for rates under the Cultural and Recreational Land Act 1963:**
   - N/A

B. **Potential liability for property to become rateable under Section 173 or 174A of the Local Government Act 1989:**
   - N/A

C. **C. Outstanding monies required to be paid under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958, 1989 or 2020:**
   - N/A

D. **Monies owed under Section 227 of the Local Government Act 1989 or Section 119 of the Local Government Act 2020:**
   - N/A

E. **Flood levels specified by Council:**
   - N/A

F. **Any money owned in relation to the land under section 94(5) of the Electricity Industry Act 2000**
   - N/A

G. **Other Information under Section 121 (4) of the Local Government Act 2020:**
   - A notice may be/has been served on the owner to clear a potential fire hazard non-compliance with this notice will result in a charge being levied. Council's Local Law No. 3 requires the owners of the land shall keep it free of vegetation and any other materials which are likely to constitute a fire hazard. Enquiries to Local Laws on (03) 9518 3555.

H. **Landfill Gas Risk Area**

Not Applicable

•

IMPORTANT TO NOTE:

- Verbal confirmation of any variation to this certificate **will not** be given after 24 April 2024. A new certificate **must be** applied for after this date.
- No liability will be accepted for verbal updates given or for any changes that occur after the issue date.
- In all cases Council recommends a new Certificate be applied for to have written updated information.
- Amounts shown as paid on this certificate may be subject to clearance by a Bank.
- Overdue amounts accrue interest on a daily basis at 10.00% pa.
- All Notice of Acquisitions documents are to be sent to mail@monash.vic.gov.au

<table>
<tr><td colspan="4">HOW AND WHERE TO PAY OUTSTANDING RATES</td></tr>
<tr><td colspan="2">IN PERSON TO THE CASHIER MON- FRI 8.30AM to 5.00PM:</td><td>BY MAIL:</td><td rowspan="2"> 
Biller Code: 1826
REF: 0001584663
$1,712.20

Total Outstanding: $1,712.20</td></tr>
<tr><td>GLEN WAVERLEY OFFICE
293 SPRINGVALE RD
GLEN WAVERLEY</td><td>OAKLEIGH OFFICE
3 ATHERTON RD
OAKLEIGH</td><td>CITY OF MONASH
PO BOX 1
GLEN WAVERLEY 3150</td></tr>
<tr><td colspan="3">CREDIT CARD</td></tr>
<tr><td colspan="2">By Phone
Call Council on (03) 9518 3555 and pay using your MasterCard, Visa, American Express</td><td>Pay Online At:
www.monash.vic.gov.au/payments</td><td rowspan="2">Telephone & Internet Banking – BPAY
Call your bank, credit union or building society to make this payment from your cheque, savings or credit card account.
More info: www.bpay.com.au</td></tr>
<tr><td colspan="2">1584663 - $1,712.20</td><td>1584663 - $1,712.20</td></tr>
</table>

PLEASE NOTE: The prescribed fee for a Land Information Certificate effective from 1 July 2023 is $28.90.

I confirm I have received the sum of **$28.90** being the fee for this Certificate.

Applicant details:
Landata
GPO Box 527
MELBOURNE VIC 3001

Reference date: 25/01/2024
Reference no: 71611241-013-1:41969

Margaret D Spowart

MARGARET SPOWART
Manager Customer Experience

Document summary:

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

25th January 2024

Settle Easy Law C/- GXS
LANDATA

Dear Settle Easy Law C/- GXS,

RE: Application for Water Information Statement

Property Address:	42 LAWSON STREET OAKLEIGH EAST 3166
Applicant	Settle Easy Law C/- GXS LANDATA
Information Statement	30823063
Conveyancing Account Number	7959580000
Your Reference	Thi Mong Thuy Le - 42 Lawson Street

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate
- Build Over Easement

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	42 LAWSON STREET OAKLEIGH EAST 3166

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	42 LAWSON STREET OAKLEIGH EAST 3166

STATEMENT UNDER SECTION 158 WATER ACT 1989

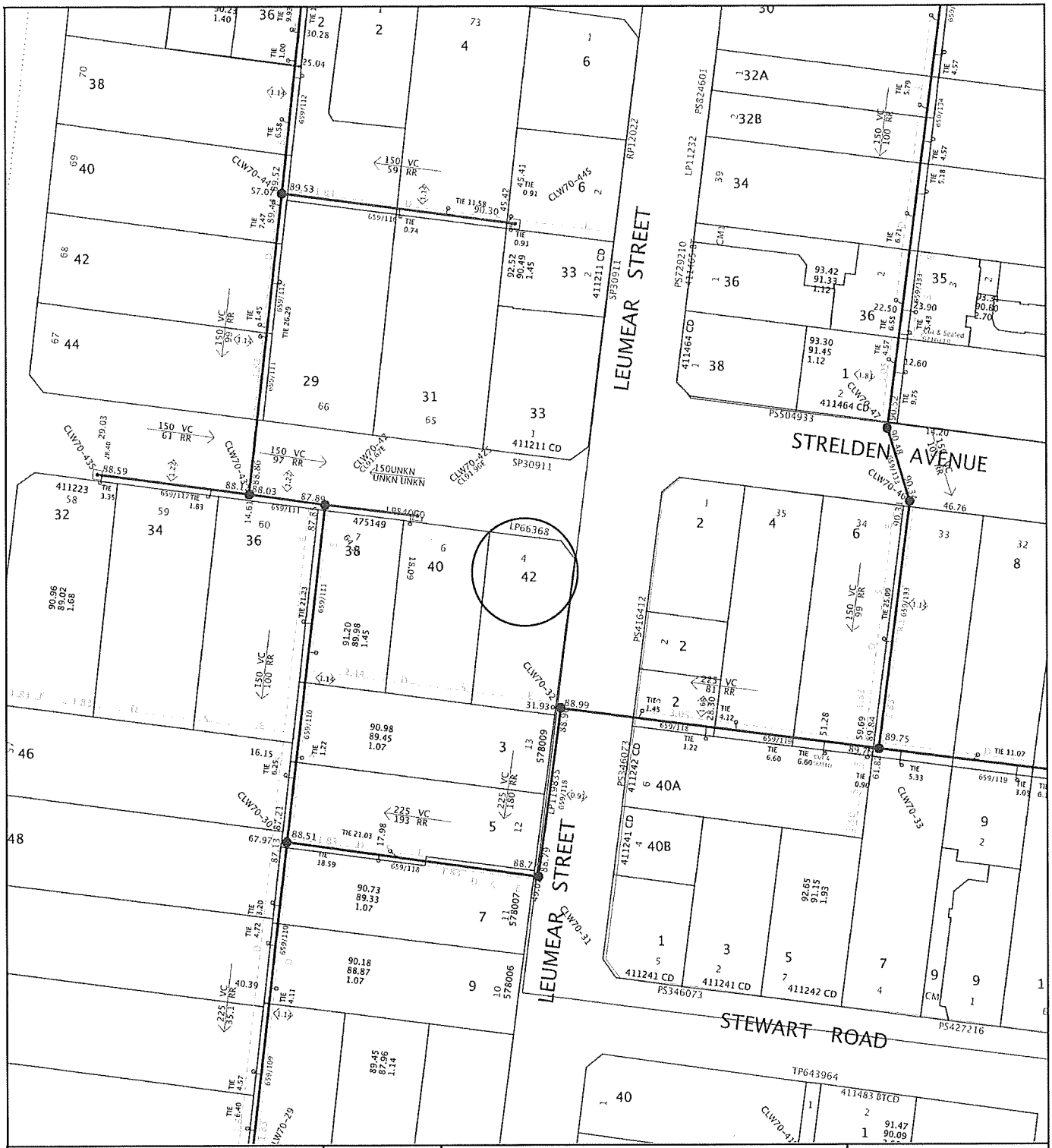
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water **Information Statement Number: 30823063**	**Address**	42 LAWSON STREET OAKLEIGH EAST 3166	Yarra Valley Water ABN 93 066 902 501
	Date	25/01/2024	N
	Scale	1:1000	

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

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E enquiry@yvw.com.au
yvw.com.au

Settle Easy Law C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7380719137
Rate Certificate No: 30823063

Date of Issue: 25/01/2024
Your Ref: Thi Mong Thuy Le - 42 Lawson Street

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
42 LAWSON ST, OAKLEIGH EAST VIC 3166	4\LP66368	1143597	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2024 to 31-03-2024	$20.04	$20.04
Residential Water and Sewer Usage Charge Estimated Average Daily Usage $0.00	04-12-2023 to 14-12-2023	$0.00	$0.00
Residential Sewer Service Charge	01-01-2024 to 31-03-2024	$114.46	$114.46
Parks Fee *	01-01-2024 to 31-03-2024	$21.10	$21.10
Drainage Fee	01-01-2024 to 31-03-2024	$29.38	$29.38
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$184.98

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1143597

Address: 42 LAWSON ST, OAKLEIGH EAST VIC 3166

Water Information Statement Number: 30823063

HOW TO PAY

Biller Code: 314567 Ref: 73807191378	

Amount Paid		Date Paid		Receipt Number	

71/2286

480759
AC.

P71/2286

18th February, 1971.

Dear Sir,

With reference to your application dated the 10th January, 1971, for permission to erect a garage over the 8 ft. drainage and sewerage easement along and within the southern boundary of your property lot 4 Lawson Street, Oakleigh,
I have to inform you that the Board has no objection to the proposal insofar as its rights are concerned.

However, your attention is drawn to the fact that any rights which other parties may have over the area are in no way affected by any consent given by this Board.

It must be clearly understood that this letter does not constitute a Permit under the Melbourne Metropolitan Planning Scheme for the use of the land or the carrying out of any works thereon not in conformity with such Scheme.

I may add that this approval is limited to a period of twelve months and unless the work is completed within this period, or a written request submitted for an extension of time, the Board's approval will be deemed to have lapsed, necessitating a fresh application to be forwarded to the Board for consideration in the event of you desiring to erect the structure over the easement in the future.

Yours faithfully,

R. H. Engelsman

(R. H. ENGELSMAN)
Assistant Secretary.

Mr. J. Zumpo,
11 Lawson Street,
CLAYTON NORTH, 3168.

INVESTIGATION AND DESIGN DIVISION

SE
23.2.71.

FILE AWAY

NOT

480759

Property Clearance Certificate

Land Tax

SETTLE EASY LAW

Your Reference: LD:71611241-010-0.THI MONG
Certificate No: 68505155
Issue Date: 25 JAN 2024
Enquiries: ESYSPROD

Land Address: 42 LAWSON STREET OAKLEIGH EAST VIC 3166

Land Id	Lot	Plan	Volume	Folio	Tax Payable
7716159	4	66368	8748	806	$3,960.00

Vendor: LUONG BANG NGUYEN & THI MONG THUY LE
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR LUONG BANG NGUYEN	2024	$885,000	$3,960.00	$0.00	$3,960.00

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:	$1,030,000
SITE VALUE:	$885,000
CURRENT LAND TAX CHARGE:	**$3,960.00**

Notes to Certificate - Land Tax

Certificate No: 68505155

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 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.

General information

6. 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.

7. 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 = $3,960.00

Taxable Value = $885,000

Calculated as $2,250 plus ($885,000 - $600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 68505155

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: 68505155

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 updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Windfall Gains Tax

SETTLE EASY LAW

Your Reference: LD:71611241-010-0.THI MONG THU

Certificate No: 68505155

Issue Date: 25 JAN 2024

Land Address: 42 LAWSON STREET OAKLEIGH EAST VIC 3166

Lot	Plan	Volume	Folio
4	66368	8748	806

Vendor: LUONG BANG NGUYEN & THI MONG THUY LE

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.

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 68505155

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 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.

General information

8. 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.
9. 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.
10. 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

Biller Code: 416073
Ref: 68505155

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: 68505155

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.

CITY OF MONASH

Property Information Certificate

Regulation 51(1)

Your Ref: **71611241-014-8:41968**
Our Ref: CERT1 No. **77617**

25-Jan-2024

PROPERTY: **42 Lawson Street OAKLEIGH EAST VIC 3166**

Thank you for your request for property information relating to the above property address.
Occupancy Permits and Certificates of Final Inspection issued in preceding 10 years are as follows:

Building Permit Details:
Permits / Certificates were issued, in the preceding 10 years, on the following date(s):
No Permits or Certificates have been issued.

Notices/Orders:
There are no current Notices or Orders issued by Council under the Building Act or Building Regulations.

There are no current Notices or Orders issued by a private surveyor under the Building Act or Building Regulations, of which Council is aware.

Smoke Detectors:
All dwellings/units are required to be fitted with self-contained smoke alarms in accordance with Regulation 145 of the Building Regulations 2018.

Swimming Pools & Spas:
The property owner is responsible for providing and maintaining pool/spa barriers in accordance with the Building Regulations 2018. Your pool can be inspected and a Certificate of Compliance issued on request – a fee is applicable. Swimming pools/spas that don't comply may incur a fine and/or a Building Notice.

Part 5 – Siting
Part 5 of the Building Regulations 2018 applies to the construction of a Class 1 or 10 building on this allotment. Scheduled variations to Regulations 74, 75, 76, 77, 79, 80, 86 and 89 apply within the City of Monash.

City Planning Support Team

vicroads

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Settle Easy Law
Unit 1 620 Whitehorse Road
MITCHAM 3132

Client Reference: Thi Mong Thuy Le - 42 Lawson Street

NO PROPOSALS. As at the 7th 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®.

42 LAWSON STREET, OAKLEIGH EAST 3166
CITY OF MONASH

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: 7th February 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 71741909 - 71741909101350 'Thi Mong Thuy Le - 42 Lawson Street'

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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