

CONTRACT OF SALE OF REAL ESTATE – PARTICULARS OF SALE

Part 1 based in part upon the standard form of contract which had previously been prescribed by the Estate Agents (Contracts) Regulations 2008 with modifications

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the terms set out in this contract. The terms of this contract are contained in the:

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming;
- 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.

IMPORTANT NOTICE TO PURCHASERS OF PROPERTY "OFF THE PLAN"

Off-the-plan sales

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

You may negotiate with the vendor about the amount of 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.

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 an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

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

print name of person signing

state nature of authority if applicable

(e.g. 'director', "attorney under power of attorney")

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

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

print name of person signing Richard Horvath

state nature of authority if applicable

(e.g. 'director', "attorney under power of attorney")

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

Settlement Date (general condition 10)

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

GST (general condition 13)

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

If this is a sale of a 'farming business' or '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: []

GST WITHHOLDING (general condition 15B)

Refer to information regarding GST Withholding in the Vendors Statement

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: [**Subject to Lease**]

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are :

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the

Sale of Land Act 1962 then add the words '**terms contract**' in this box : []

and refer to general condition 23 and add any further provisions by way of special conditions.

~~**Subject to Finance (general condition 14)**~~

~~This contract is subject to finance if the words '**subject to finance**' appear in this box: []~~

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

~~Lender: _____~~

~~Loan amount: _____ \$ _____~~

~~Approval date: _____ / _____ / _____~~

Special conditions

This contract does not include any special conditions

unless the words '**special conditions**' appear in this box [**special conditions**]

If the contract is subject to '**special conditions**' then particulars of the special conditions are:

1. AUCTION

The property is offered for sale by public auction in accordance with the *Sale of Land Act* and the *Sale of Land (Public Auction) Regulations* subject to the vendor's reserve price.

For the purposes of Rule 7 of the Auction Rules (as attached), if the highest bidder has not signed the contract within 15 minutes after the property has been knocked down to that bidder, the bidder will be deemed to have refused to sign the contract.

CONTRACT OF SALE OF REAL ESTATE - GENERAL CONDITIONS

Part 2 based in part upon the standard form of contract *which had previously been* prescribed by the Estate Agents (Contracts) Regulations 2008 *with modifications*

TITLE

1. Encumbrances

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

2. Vendor warranties

- 2.1 *This contract is based in part upon the form which had been previously been prescribed by the Estate Agents (Contracts) Regulations 2008 and is now no longer a prescribed form. Modifications (in italics) have been made to the formerly prescribed form.*
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Electronic Settlement

- 6.1 "PEXA" means "Property Exchange Australia" or any other operator which becomes authorized to operate electronic settlements in accordance with the Electronic Conveyancing National Law.
- 6.2 Settlement of this sale is to be conducted electronically on the PEXA platform unless the representatives for both parties agree otherwise. A settlement other than via PEXA is a "paper settlement".
- 6.3 The vendor is to create a PEXA workspace for settlement as soon as reasonably practicable.
- 6.4 The inclusion of a specific date for settlement in a workspace is not in itself a promise to settle on that date nor is the nomination of a later date in the workspace in itself agreement to extend the settlement date.
- 6.5 Unless otherwise agreed, keys for the property and any physical documents or things to be provided at settlement are to be delivered by the vendor to the vendor's estate agent (if there is one) or the vendor's solicitor (if there is no estate agent) to be collected by the purchaser after settlement.

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** ("PPSA") applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register ("PPSR") for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must—
- only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- a release from the secured party releasing the property from the security interest; or
 - a statement in writing in accordance with section 275(1)(b) of the PPSA setting out that the amount or obligation that is secured is nil at settlement; or
 - a written approval or correction in accordance with section 275(1)(c) of the PPSA indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- that—
 - the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - 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 PPSA, not more than that prescribed amount; or
 - that is sold in the ordinary course of the vendor's business of selling personal property of that kind;
- unless:*
- the personal property is of a kind that the regulations provide may or must be described by serial number in the PPSR;*
or
 - the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides the security interest.*
- 7.6 A release for the purposes of general condition 7.4(a) must be in writing and must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.7 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.8 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the PPSR.

- 7.9 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the *PPSR*, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.10 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.9.
- 7.11 If settlement is delayed under general condition 7.10 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 7.12 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.12 applies despite general condition 7.1.

8. Builder warranty insurance

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

9. General law land

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

MONEY

10. Settlement

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

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit *via the PEXA workspace or if the settlement occurs by paper:*
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

- 11.4 At settlement (*if occurring by paper*), payments may be made or tendered:
- (a) by cheque drawn on an authorised deposit-taking institution; or
 - (b) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition ‘authorised deposit-taking institution’ means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 *Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in section 27(1) the purchaser is also deemed to have accepted title in the absence of any prior written express objection to title.*

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is ‘plus GST’. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) *if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or*
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is ‘plus GST’.
- 13.3 *If the price includes GST payable by the vendor OR if the price is expressed to be “Plus GST”, the purchaser is not required to pay the GST until provided with a tax invoice, unless the margin scheme applies.*
- 13.4 *If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:*
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a ‘margin scheme’ supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) ‘GST Act’ means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) ‘GST’ includes penalties and interest.

14. Subject to Finance

- 14.1 If the particulars of sale specify that this contract is *subject to finance*, this contract is subject to the lender approving *finance to the purchaser for at least amount specified in the particulars* on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the *finance* is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the *finance*; and
- (b) did everything reasonably required to obtain approval of the *finance*; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) *at the same time as serving notice provides written verification from the lender confirming that the purchaser has applied for finance and that the finance application has not been approved; and*
- (e) is not in default under any other condition of this contract when the notice is given.

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

15. Adjustments

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

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

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

15.3 *The purchaser must provide copies of all certificates and other information used to calculate the adjustments under GC15 is requested by the vendor.*

FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

15A.1 *Each vendor is considered to be a foreign resident for the purposes of Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("Sch 1 TAA") unless the vendor gives the purchaser a clearance certificate issued under section 14-220(1) of Sch 1 TAA at least 5 days before settlement and that certificate is current at the date of settlement.*

15A.2 *If section 14-200(3) or section 14-235 of Sch 1 TAA requires the purchaser to make a payment (commonly referred to as foreign resident capital gains withholding) to be made by the purchaser, the purchaser shall engage a legal practitioner or conveyancer ("representative") to administer the payment and shall cause the representative to:-*

- (a) *withhold the payment from the price; and*
- (b) *pay or cause to be paid the payment on the day of settlement to the Commissioner of Taxation; and*
- (c) *forthwith provide the vendor with proof of payment.*

15A.3 *The purchaser is liable for and must indemnify the vendor against any penalties or interest incurred as a consequence of late payment to the Commissioner.*

GST WITHHOLDING (NEW RESIDENTIAL PREMISES)

15B.1 *If required under section 14-255 of Sch 1 TAA then no later than 5 days prior to settlement the vendor must provide the purchaser with a GST withholding notice which sets out:*

- (a) *whether or not the purchaser is the recipient of a taxable supply of new residential premises or potential residential land;*
- (b) *whether the purchaser is required to pay the Commissioner an amount under section 14-250 of Sch 1 TAA ("GST amount")*
- (c) *the GST amount*
- (d) *the vendor's name*
- (e) *the vendor's ABN and*
- (f) *any other matter specified by the regulations*

15B.2 *If the purchaser is required to make a payment pursuant to section 14-250 of Sch 1 TAA (commonly referred to as new residence GST withholding) the purchaser shall engage a legal practitioner or conveyancer ("representative") to administer the payment and shall cause the representative to:-*

- (g) *withhold the payment from the price; and*
- (h) *pay or cause to be paid the payment on the day of settlement to the Commissioner of Taxation; and*
- (i) *forthwith provide the vendor with proof of payment.*

15B.3 *The purchaser is liable for and must indemnify the vendor against any penalties or interest incurred as a consequence of late payment to the Commissioner.*

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 *Any document required to be served by or on a party may be served by or on the legal practitioner or conveyancer for that party.*

17.2 A cooling off notice under s.31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if loan is not approved) 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).

17.3 Any document, demand or notice is sufficiently served if served—

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

17.4 Any document, served by post is deemed to be served on the receiving party as follows (unless proved otherwise)-

- (a) by express post – next business day
- (b) by priority post – 2 business days after sending
- (c) by regular post – 4 business days after sending

17.5 Emails are deemed to be served at the time of receipt as defined in section 13A of **the Electronic Transactions (Victoria) Act 2000**.

18. Nominee

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

18.2 A nomination of a transferee shall have no effect unless the nominee (and if the nominee is a proprietary limited company, each of the directors of the nominee) signs a personal guarantee and indemnity in the form attached for performance of the purchaser's obligations under this contract.

19. Liability of signatory

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

20. Guarantee

20.1 If the purchaser is a proprietary limited company:-

- (a) the purchaser is required (unless the requirement is waived by the vendor) to procure within 14 days from the date of this contract each of the directors of the purchaser to sign a personal guarantee and indemnity in the form attached for performance of the purchaser's obligations under this contract; and
- (b) the vendor may end this contract by notice in writing if the purchaser does not provide the required guarantees and indemnities within the specified period.

20.2 If the contract is so ended, any deposit paid by the purchaser shall be applied:-

- (a) first in payment of the vendor's reasonable conveyancing and legal costs arising from the contract and the ending of the contract; and
- (b) second in payment of the vendor's estate agent's commission and advertising costs related to the sale as recorded by this contract; and
- (c) third, the balance thereafter returned to the purchaser.

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

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

24. Loss or damage before settlement

24.1 *Subject to general condition 24.2* the vendor carries the risk of loss or damage to the property until settlement.

24.2 *If settlement does not occur on the settlement date specified in the particulars ("the original settlement date") due to the default of the purchaser:-*

- (a) *The vendor carries the risk of loss or damage to the property only during such period that the vendor (or a person in occupation with the authority of the vendor) is in full time occupation of the property.*
- (b) *If the property is vacant at the original settlement date, the purchaser carries the risk of loss or damage to the property from the original settlement date until the actual settlement occurs.*
- (c) *If the vendor vacates the property after the original settlement date and notifies the purchaser in writing that the property is vacant the purchaser carries the risk of loss or damage to the property from the date the property becomes vacant until the actual settlement occurs.*

24.3 *Subject to general condition 24.2* the vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.4 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.3, but may claim compensation from the vendor after settlement.

~~24.5 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.~~

~~24.6 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.~~

~~24.7 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.~~

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

FORM OF GUARANTEE

General conditions 18.2 and 20.1

The guarantor COVENANTS by deed as follows:-

- 1. The guarantor guarantees to the vendor that the purchaser shall perform and observe all of the purchaser's obligations under the contract or any further contract entered into between the vendor and the purchaser.
- 2. The guarantor shall pay to the vendor on demand any amount which the vendor is entitled to recover from the purchaser under the contract or any further contract during the continuance of or after termination of the contract or any further contract.
- 3. The guarantor indemnifies the vendor against all losses incurred resulting from the vendor having entered into the contract, whether from the purchaser's failure to perform and observe the purchaser's obligations under the contract or from the contract becoming unenforceable against the purchaser.
- 4. The liability of a guarantor shall not be affected by the vendor granting time or any other indulgence to or agreeing not to sue the purchaser or another guarantor;
- 5. This guarantee shall remain in full force notwithstanding the liquidation of or any arrangement affecting creditors of the purchaser.
- 6. This guarantee and indemnity binds all guarantors jointly and severally.

SIGNED SEALED AND DELIVERED AS A DEED ON / /20

.....
signature of guarantor

.....
signature of guarantor

.....
name of guarantor

.....
name of guarantor

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Information concerning the conduct of public auctions of land

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the *Sale of Land Act 1962* or the *Sale of Land (Public Auctions) Regulations 2014*. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

Willerby's
Solicitors & Conveyancers

408 Nepean Highway Frankston 3199
Ph 03 9781 2899 Fax 03 9783 1906

VENDORS STATEMENT

pursuant to s.32 Sale of Land Act 1962 (2014 version)

Property: 18-20 PARKES STREET MCCRAE 3938

Vendor: RICHARD HORVATH

EXECUTION BY THE VENDOR

DATE OF THIS STATEMENT: / /

Signature of the Vendor

ACKNOWLEDGEMENT OF RECEIPT BY THE PURCHASER

The purchaser acknowledges having been given a copy of this statement signed by the vendor before the purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT: / /

Signature of the Purchaser

A: FINANCIAL MATTERS

(a) Particulars of any mortgage over the land which is not to be discharged at settlement;

Not applicable

Are contained in the attached Additional Vendor's Statement

(b) Particulars of any charge over the land to secure an amount due under any Act;

Not applicable

Are as follows / Are contained in the attached statement

(c) The amount of any rates, taxes, charges or other similar outgoings affecting the land and any interest payable on any part of those rates, taxes, charges or outgoings which is unpaid including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale and which the vendor might reasonably be expected to have knowledge of;

Are as follows:-

Authority	Amount	Interest
Mornington Peninsula Shire Council	\$2,368.95 per year	
South East Water (parks charge)	\$79.02 per year	
South East Water (water service charge)	\$102.12 per year	
South East Water (sewerage service charge)	\$372.08 per year	
South East Water (waterways & drainage charge)	\$104.32 per year	
State Revenue office - Land Tax	\$1,500.00 per year	

or the total amount of those rates, taxes, charges or other similar outgoings and interest does not exceed

NOTE: Owners Corporation fees are not included in this section but where applicable will be disclosed in an attached certificate or information statement.

The purchaser may become liable to pay State Land Tax in relation to the property depending on the purchaser's other land holdings. The purchaser may become liable to pay water usage charges and sewerage disposal charges depending on the use of the property.

(d) Particulars of payments required under a Terms Contract;

Not applicable

Are contained in the attached "Details of Cost of Vendor's Finance"

B: INSURANCE DETAILS

(a) If the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land;

Not applicable. The Land is at the risk of the vendor until settlement

Are as follows / Are contained in the attached certificate of insurance

(b) If there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to that residence;

Not applicable.

Are attached/Are contained in the attached certificate of insurance

C: MATTERS RELATING TO LAND USE

- (a) Description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered);

Are set out in the attached copy(ies) of title document(s)

Are as follows:-

Particulars of any existing failure to comply with the terms of that easement, covenant or restriction;

The vendor does not know of any existing failure to comply with their terms.

Are as follows:-

- (b) Is the land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*?

Yes

No

- (c) Is there access to the property by road?

Yes

No

- (d) Planning details in relation to the property are as follows:-

Planning Scheme:	Mornington Peninsula Planning Scheme
Responsible Authority:	Ministry for Planning
Zoning/Reservation:	Schedule to the General Residential Zone – Schedule 1
Overlay(s):	Bushfire Management Overlay – Schedule 2 Design & Development Overlay – Schedule 3 Vegetation Protection Overlay – Schedule 1

The purchaser buys subject to any planning or building controls or restrictions. To view planning maps and planning schemes provisions (including zoning and overlay provisions) go to www.dse.vic.gov.au/planningschemes

D: NOTICES

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

Nil to the vendor's knowledge

Are attached

The vendor has no means of knowing of all decisions of public authorities & government departments affecting the property unless such decisions are communicated to the vendor

- (b) NOTE: If the land is used for agricultural purposes additional information is required.

- (c) Particulars of any notice of intention to acquire served under s.6 of the *Land Acquisition and Compensation Act 1986*;

Nil to the vendor's knowledge

Are attached

E: BUILDING PERMITS

- (a) If there is a residence on the land, particulars of any building permit issued under the Building Act 1993 in the preceding 7 years in relation to a building on the land;

Not applicable

Are attached

F: OWNERS CORPORATION

- (a) Information concerning an Owners Corporation within the meaning of the *Owners Corporation Act 2006*;

Not applicable (there is no Owners Corporation)

Is provided in the attached:-

Owners Corporation Certificate (provided by the manager/secretary)

Information Statement (provided by the vendor)

NOTE: the following additional documents must also be provided:-

- a copy of the rules of the Owners Corporation
- a statement providing advice and information to prospective purchasers and lot owners
- a copy of all resolutions made at the last annual general meeting of the Owners Corporation
- any other documents of a prescribed kind (if any)

Further information on prescribed matters can be obtained by inspection of the Owners Corporation register

The Owners Corporation is inactive as it has not in the previous 15 months had an annual general meeting, fixed any fees or held any insurance.

G: GROWTH AREA INFRASTRUCTURE CONTRIBUTION (GAIC) DETAILS

- (a) Is there a work-in-kind agreement in place in respect of the land within the meaning of part 9B of the *Planning and Environment Act 1987*?

No

Yes. (If so additional information is required)

- (b) Is there GAIC recording in place in respect of the land within the meaning of part 9B of the *Planning and Environment Act 1987*?

No

Yes. (If so additional information is required)

H: DISCLOSURE OF CONNECTED AND NON-CONNECTED SERVICES

(a) The following services are connected to the land:-

Connected?	Service
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Electricity
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gas
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Water
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Sewerage
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Telephone

I: EVIDENCE OF TITLE

(a) The following documents concerning title are attached:-

- Copy of Register Search Statement
- Copy of the registered plan/diagram location
- Evidence of the vendors right to sell (if the vendor is not the registered proprietor)
- [For unregistered Plans only] Copy of certified Plan of Subdivision or (if not certified) the latest version of the Plan. (NOTE: for staged subdivisions or subdivisions where there is a further subdivision proposed, additional documentation is required)
- Other:
 - Covenant 2303799
 - Land Information Certificate
 - Land Tax Clearance Certificate
 - Water Information Statement
 - VicRoads Certificate
 - Planning Certificate
 - Residential Tenancy Agreement

J: GST WITHHOLDING NOTICE

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

- The property is a *new residential premises or potential residential land included on a property subdivision plan* for the purpose of the application of Withholding Tax
 - The purchaser is **NOT** required to withhold GST at settlement
- or
- The purchaser **IS** required to withhold GST at settlement and the vendor must provide the purchaser with a withholding tax notification before settlement specifying the amount of GST to be withheld.

DUE DILIGENCE CHECKLIST

A due diligence checklist for prospective purchasers of vacant residential land or land on which there is a residence to assist purchasers in identifying information they may wish to obtain in respect of the land for sale;

Is attached

Is available at ***consumer.vic.gov.au/duediligencechecklist***

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances

– on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

Page 1 of 1

VOLUME 09818 FOLIO 618

Security no : 124086126468B
Produced 19/10/2020 03:23 PM

LAND DESCRIPTION

Land in Plan of Consolidation 167916Q.
PARENT TITLE Volume 08205 Folio 205
Created by instrument CP167916Q 29/06/1988

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RICHARD HORVATH of 20 PARKES STREET MCCRAE VIC 3938
AM656024A 24/03/2016

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT 2303799

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 TP458119F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

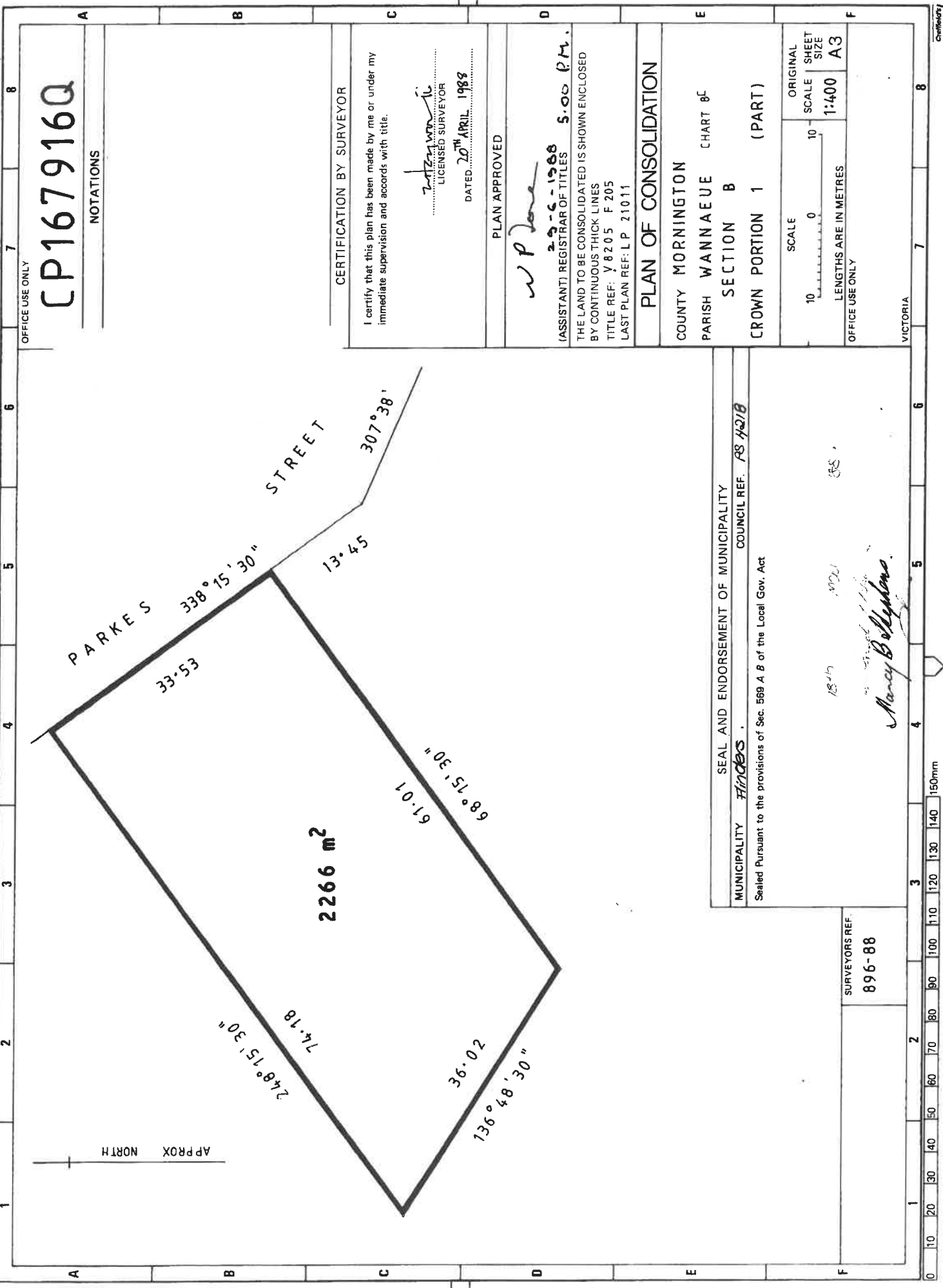
-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: 18-20 PARKES STREET MCCRAE VIC 3938

DOCUMENT END

10.0.0.0



OFFICE USE ONLY

CP167916Q

NOTATIONS

CERTIFICATION BY SURVEYOR

I certify that this plan has been made by me or under my immediate supervision and accords with title.

Z. J. Williams
 LICENSED SURVEYOR
 DATED 20TH APRIL 1988

PLAN APPROVED

W. P. Jones

29-6-1988
 (ASSISTANT) REGISTRAR OF TITLES 5.00 P.M.
 THE LAND TO BE CONSOLIDATED IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES
 TITLE REF: Y 8205 F 205
 LAST PLAN REF: L.P. 21011

PLAN OF CONSOLIDATION

COUNTY MORNINGTON
 PARISH WANNAEUE CHART 8C
 SECTION B
 CROWN PORTION 1 (PART)

SCALE
 10 0 10
 LENGTHS ARE IN METRES
 ORIGINAL SCALE SHEET SIZE 1:400 A3

VICTORIA

SEAL AND ENDORSEMENT OF MUNICIPALITY

MUNICIPALITY *Hindes*
 COUNCIL REF. *AS 42/B*

Sealed Pursuant to the provisions of Sec. 569 A B of the Local Gov. Act

AS 42/B
M.D.
ES
Marcy Bellgren

SURVEYORS REF
 896-88

150mm

Continuity

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117 x 28 / 190
 RECEIVED 15 MAY 1950
 RECEIVED 15 MAY 1950
 RECEIVED 15 MAY 1950
 FEE 2/- TO
 SOLICITOR
 VICTOR
 MICROFILM
 UPDATED
 JACKET TWO
 2303799
 MICROFILMED
 BOGT
 REGISTERED
 RECEIVED 15 MAY 1950
 FEE
 CONTROLLER OF STAMPS
 O.O.T.

SUNSHINE PARK PROPRIETARY LIMITED of 341 Collins Street Melbourne in the State of Victoria 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 Sixty three hundred and eighty-pounds paid to us by ERIC WILLIAM BOYLE of Boort in the said State Farmer DO HEREBY TRANSFER to the said ERIC WILLIAM BOYLE all our estate and interest in ALL THOSE pieces of land being Lots 229 and Lots 208 to 211 (both inclusive) to 233 (both inclusive) on Plan of Subdivision No. 21011.

E.W.B.

E.W.B.



lodged in the Office of Titles and being part of Crown Portions one and two Section 2 Parish of Warrasug County of Mornington and being part of the land more particularly described in Certificate of Title entered in the Register Book in the Office of Titles Volume 4829 Folio 965690.
 DATED this 3 day of April One thousand nine hundred and fifty.

COPY ATTACHED

THE COMMON SEAL of SUNSHINE PARK PROPRIETARY LIMITED was herunto affixed

in the presence of

 Directors.

 Secretary.

See red & blue
 7472/143 Pt
 Area 23 RAY
 Area 23 to blue
 Grants etc etc etc
 As to whole
 book herein

SIGNED by the said ERIC WILLIAM BOYLE in Victoria in the presence of -

E.W. Boyle

Attorney for Boort

ENCUMBRANCES REFERRED TO:

IMAGED

31 SEP 1957

I CERTIFY

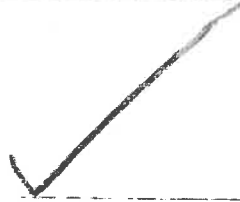
that a Memorial of the within Instrument No. *2303799*
was entered on the - 3 SEP 1952

in the Register Book Vol. *7472* Fol. *143*

J. J. [Signature]

Assistant Registrar of Titles

J



PART OF CROWN PORTION ONE SECTION B PARISH OF WANNAMUE COUNTY OF
MORNINGTON AND BEING PART OF THE LAND DESCRIBED IN CERTIFICATE OF
TITLE VOL. 4829 FOL. 965690 AND THE SAID ERIC WILLIAM BOYLE FOR
HIMSELF HIS HEIRS EXECUTORS ADMINISTRATORS AND TRANSFEREES HEREBY
COVENANTS WITH THE SAID SUNSHINE PARK PROPRIETARY LIMITED AND ITS
TRANSFEREES AND SUCCESSORS THE REGISTERED PROPRIETORS OR PROPRIETORS
FOR THE TIME BEING OF THE LAND REMAINING UNTRANSFERED IN
CERTIFICATE OF TITLE VOL. 4829 FOL. 965690 THAT HE WILL NOT ERECT
OR CAUSE TO BE ERECTED OR ALLOW TO BE ERECTED ON LOTS 208
AND 209 ON THE SAID PLAN OF SUBDIVISION MORE THAN ONE DWELLING
HOUSE AND THAT HE WILL NOT ERECT OR CAUSE TO BE ERECTED
OR ALLOW TO BE ERECTED ON LOTS 210 AND 211 ON THE SAME
PLAN OF SUBDIVISION MORE THAN ONE DWELLING HOUSE AND THAT
HE WILL NOT ERECT OR CAUSE TO BE ERECTED OR ALLOW TO
BE ERECTED ON LOTS 229 AND 230 ON THE SAID PLAN OF
SUBDIVISION MORE THAN ONE DWELLING HOUSE AND THAT THIS
COVENANT SHALL APPEAR AS AN ENCUMBRANCE ON THE CERTIFICATE
OF TITLE TO BE ISSUED IN RESPECT OF THE SAID LOTS.





**MORNINGTON
PENINSULA**
Shire

Property No: 53817
Issue Date: **29 October 2020**

Certificate No: **BLIC02016/21**
Receipt No:

Applicant's Name:

**Edythe
Landata
2 Lonsdale Street
MELBOURNE VIC 3000**

Your Reference: *ad horvath*

LAND INFORMATION CERTIFICATE
Section 229 Local Government Act, 1989

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notice made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of Council and specified flood level by Council (if any). 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 Address: 18-20 Parkes Street MCCRAE VIC 3938

Legal Description: CP 167916 Vol 9818 Fol 618

*** RATES, CHARGES AND OTHER MONIES ***
For Year Ending 30th June 2021

Current Year's Rates	
General Rates	1873.50
Waste Service Charge	322.00
Fire Services Levy	173.45
Payment/Adjustments	-2368.95
Balance Outstanding	\$0.00

Valuations:

Level of Value Date: **01/01/2020**

Effective Date: **01/07/2020**

Site Value: **825000**

Capital Improved Value: **1120000**

Net Annual Value: **56000**

1. This certificate may be updated verbally to the person to whom it was issued within a period of 90 days from date of issue.
2. In accordance with Section 175 (1) Local Government Act 1989, the purchaser must pay any current rate or charge on the land and any arrears of rates and charges (including interest) which are due and payable.

Note: Floodprone - Land liable to flooding

For further information, please contact Council's Revenue Team on (03) 5950 1080.

Payment Details – PEXA

Authorised Officer



Bill Code: 304618
Ref: 4000538172



PEXA Settlement via BPAY

After a review of settlement payments to Council and to improve our processes in receiving settlement payments, you are now able to pay them via BPAY.

A new biller code has been created specifically for settlements which will allow us to identify settlement payments versus general rate payments.

Each Reference Number will be unique for the property and will be included on the Land Information Certificate (LIC).

Settlement Biller Code: 304618 (see sample below). **Refer to first page for the actual reference number.**



Biller Code: 304618
Ref: 400XXXXXXXX

Please ensure that the new biller code is used, and every reference number is checked against the LIC prior to making payment, to ensure correct allocation of payment.

Should you require further information or have any questions, please call Revenue on 5950 1080, thank you.

Yours faithfully

Vanessa Lawless
Revenue Management Team Leader

Land Tax Clearance Certificate

Land Tax Act 2005



WILLERBYS SOLICITORS

Your Reference: AD/HORVATH
Certificate No: 40257225
Issue Date: 27 OCT 2020
Enquiries: ESYSPROD

Land Address: 18 -22 PARKES STREET MCCRAE VIC 3938

Land Id	Lot	Plan	Volume	Folio	Tax Payable
5089433		167916	9818	618	\$0.00

Vendor: RICHARD HORVATH
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR RICHARD HORVATH	2020	\$705,000	\$1,500.00	\$0.00	\$0.00

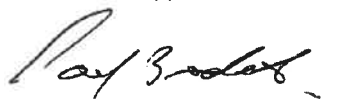
Comments: Land Tax of \$1,500.00 has been assessed for 2020, an amount of \$1,500.00 has been paid.

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 IMP VALUE:	\$1,010,000
SITE VALUE:	\$705,000
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 40257225

- Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
- If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - vendor, or
 - purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,500.00

Taxable Value = \$705,000

Calculated as \$975 plus (\$705,000 - \$600,000) multiplied by 0.500 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 40257225

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: 40257225

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

Willerbys Solicitors
E-mail: certificates@landata.vic.gov.au

Statement for property:
18 PARKES STREET MCCRAE 3938
CP 167916

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
02E//00463/16	LANDATA CER 41766070-029-2	20 OCTOBER 2020	37383423

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2020 to 30/06/2021	\$79.02
Melbourne Water Corporation Total Service Charges	01/10/2020 to 31/12/2020	\$26.08

(b) By South East Water

Water Service Charge	01/10/2020 to 31/12/2020	\$25.53
Sewerage Service Charge	01/10/2020 to 31/12/2020	\$93.02
Subtotal Service Charges		<u>\$223.65</u>
Payments		\$223.65
TOTAL UNPAID BALANCE		\$0.00

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

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

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

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

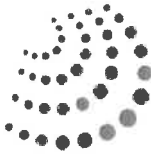
- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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



- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

AUTHORISED OFFICER:

TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

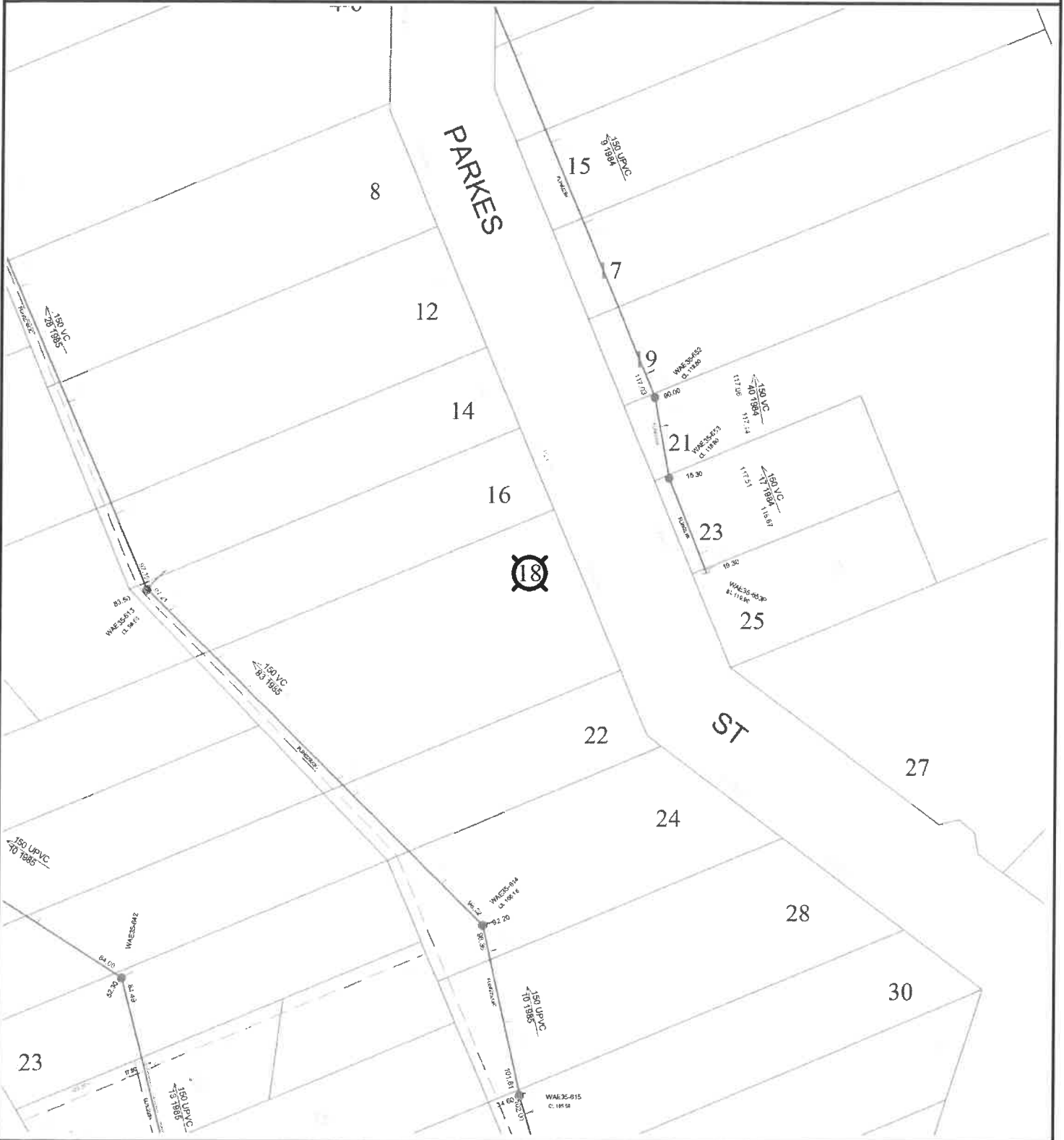
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 37383423



Date: 20OCTOBER2020



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

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

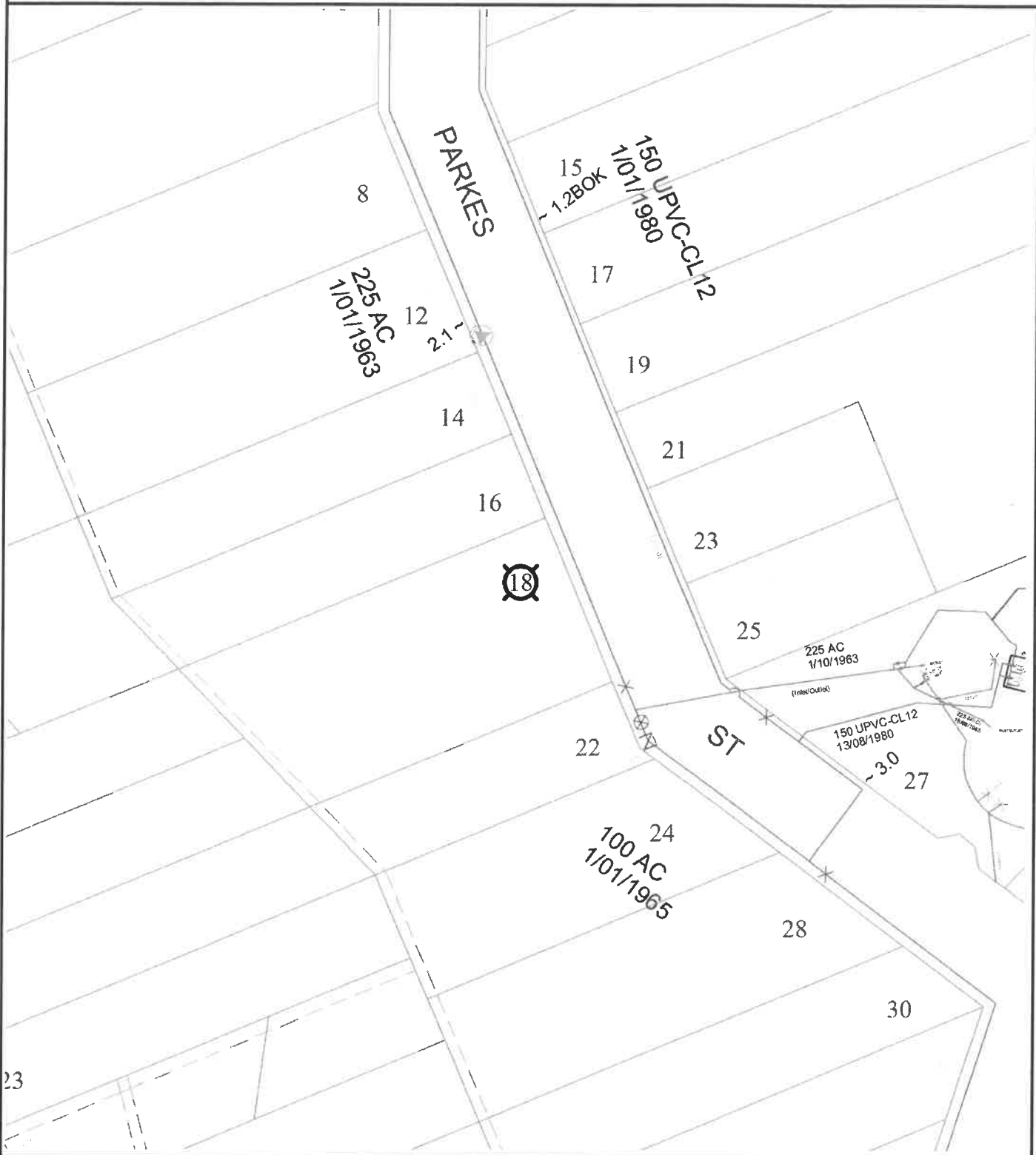


Property: 18 PARKES STREET MCCRAE 3938

Case Number: 37383423



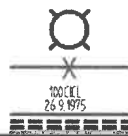
Date: 20OCTOBER2020



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LEGEND

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



ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

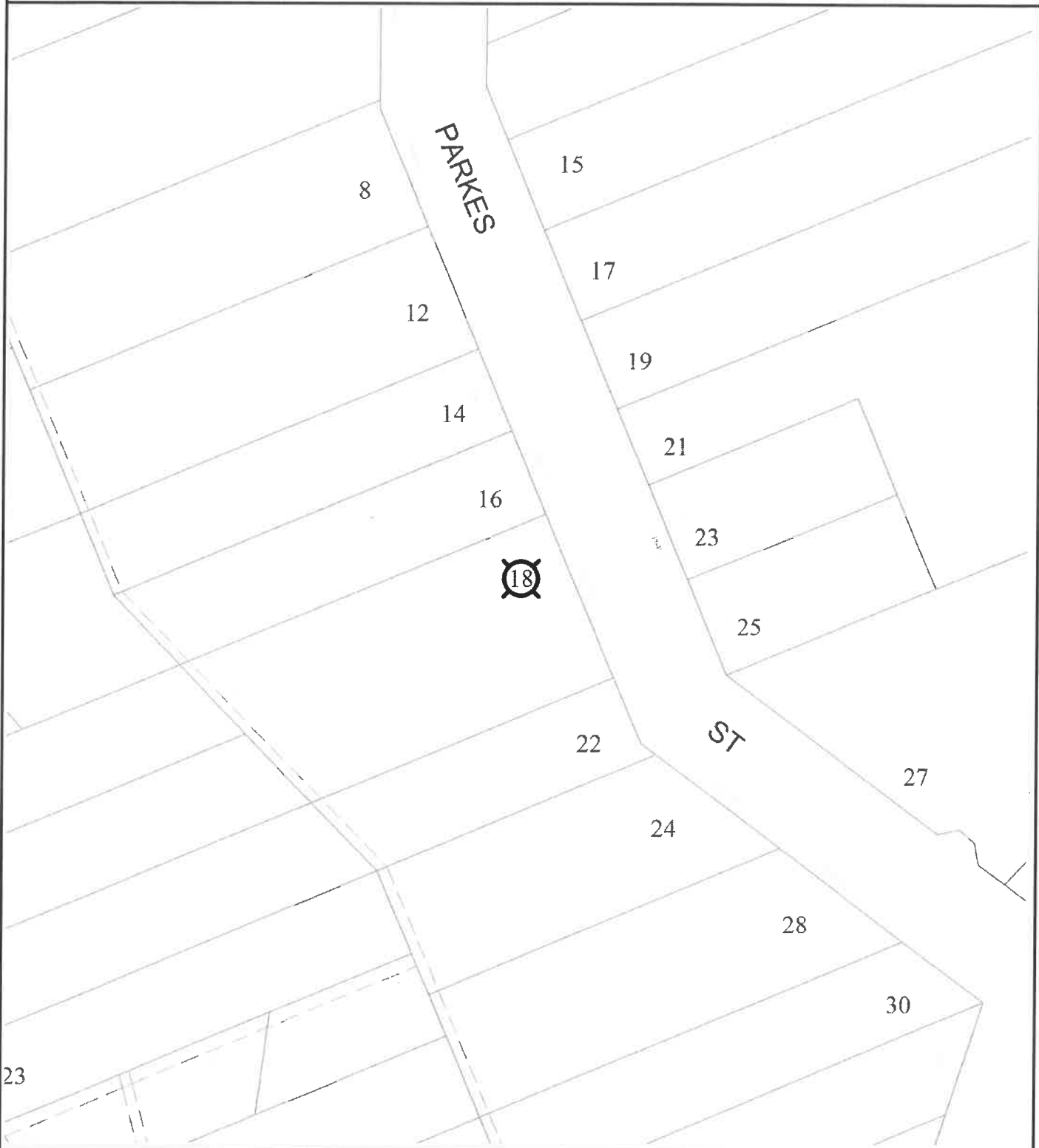
Property: 18 PARKES STREET MCCRAE 3938



Case Number: 37383423



Date: 20OCTOBER2020



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

LEGEND

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Recycled Water Main Valve	Fireplug/Washout
Easement	Recycled Water Main & Services 100CICL 26.9.1975	Offset from Boundary ~ 1.0



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Edythe
408 Nepean Highway
FRANKSTON 3199

Client Reference: ad horvath

NO PROPOSALS. As at the 27th October 2020, 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®.

18 - 20 PARKES STREET, MCCRAE 3938
SHIRE OF MORNINGTON PENINSULA

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: 27th October 2020

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 42013942 - 42013942142733 'ad horvath'

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

692200

APPLICANT'S NAME & ADDRESS

EDYTHE C/- LANDATA
MELBOURNE

VENDOR

HORVATH, RICHARD

PURCHASER

X, X

REFERENCE

ad horvath

This certificate is issued for:

PLAN CP167916 ALSO KNOWN AS 18 - 20 PARKES STREET MCCRAE
MORNINGTON PENINSULA SHIRE

The land is covered by the:

MORNINGTON PENINSULA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1

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

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

27 October 2020

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

LANDATA@
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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





Renewal Residential Tenancy Agreement

20 Parkes Street, Mccrae VIC 3938

Tide Realty PTY LTD Trading As YPA Dromana
349 Point Nepean Road Dromana VIC 3936
03 5981 9155

Lynda Jones
0406796580
ljones@ypa.com.au

Kristine Phipps
Warren Phipps

Schedule

Item 1. Date of Agreement

Date 17 December 2019

Item 2. Landlord

Name Richard Horvath
Address C/- 349 Point Nepean Rd, Dromana VIC 3936

Item 3. Agent

Name Tide Realty PTY LTD
Trading as YPA Dromana
ABN 73634801522
Address 349 Point Nepean Rd, Dromana VIC 3936

Item 4. Tenant(s)

Name Warren Phipps
Address 20 Parkes Street, Mccrae VIC 3938
Name Kristine Phipps
Address 20 Parkes Street, Mccrae VIC 3938

Item 5. Premises

Address 20 Parkes Street, Mccrae VIC 3938

Item 6. Rental

Amount \$450 per week INCREASING TO \$460 Per Week on the 22nd February 2020
Payable every week in advance

Item 7. Rental payments To

To Agent by Direct Deposit

Item 8. Bond

Amount \$1800

Item 9. Urgent repairs

The Landlord authorises the Agent to undertake urgent repairs up to \$1800.00
Telephone number for urgent repairs 04067965800

Item 10. Fixed term agreement

Term 12 Calendar Months

Item 11. Commencement date

Date 24 December 2019

Item 12. Termination date

Date 23 December 2020

Terms and Conditions

1. This Agreement

is made on the date specified in the Schedule hereto between the Landlord whose name and address is specified in the Schedule whose agent is specified in the Schedule and the Tenant whose name and address is specified in the Schedule.

Premises and Rent

The Landlord lets to the Tenant the premises specified in the Schedule together with those items indicated in the Schedule, for which the RENTAL shall be the amount specified in the Schedule of which the first instalment is payable on the date specified in the Schedule and payable by the Tenant to the party specified in the Schedule

Bond

The Tenant shall pay a bond of the amount specified in the Schedule to the Landlord / Agent on or before the signing of this Agreement.

In accordance with the Residential Tenancies Act 1997 the Landlord / Agent must lodge the bond with the Residential Tenancies Authority within 5 business days of receiving the bond.

Fixed term tenancy

The term of this Agreement shall be specified in the Schedule commencing on the date specified in the Schedule and ending on the date specified in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy

or

Periodic tenancy

This Agreement shall commence on the date specified in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

2. Condition of the Premises

The Landlord shall make sure that the premises are maintained in good repair.

3. Damage to the Premises

- (a) The Tenant shall make sure that care is taken to avoid damaging the premises.
- (b) The Tenant shall give notice to the Landlord of any damage to the premises as soon as the Tenant becomes aware of the damage.

4. Cleanliness of the Premises

- (a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter in to occupation of the premises.
- (b) The Tenant shall keep the premises in a reasonably clean condition during the period of Agreement.

5. Use of Premises

- (a) The Tenant shall not use or allow the premises to be used for any illegal purpose.
- (b) The Tenant shall not use or allow the premises to be used in such a manner as to cause a nuisance.

6. Quiet enjoyment

The Landlord shall take all reasonable steps to make sure that the Tenant has quiet enjoyment of the premises.

7. Assignment or sub-letting

(a) The Tenant shall not assign or sub-let the whole or any part of the premises without the consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.

(b) The Landlord shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred in relation to the preparation of an assignment in writing of this Agreement.

8. Residential Tenancies Act 1997

Both parties to this Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to Part 2 of the Residential Tenancies Act 1997 for further rights and duties).

Additional terms

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this Section.

9. Water consumption & utilities

The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

10. Condition report

The Tenant acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Agent within 3 business days after entering into occupation of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.

11. Insurance

The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the Tenant shall pay the Landlord all increased premiums and all other expenses incurred as a consequence of any breach of this term.

The Tenant agrees to pay the Landlord any excess amount charged or any additional premium charged by the Landlord's Insurance Company [to the extent the Landlord elects to have this insurance in place and use it for the tenant responsible damage] as a result of any damage that has been caused by the Tenant, or by anyone on the premises with the consent of the Tenant that is covered under the insurance policy.

12. Tenant's contents insurance

The Landlord is not responsible to insure the Tenants' possessions. The Landlord's insurance policy covers only the building plus any fixtures and fittings. With the ever-increasing incidence of burglary and theft, it is strongly recommended that the Tenant take out Content's Insurance cover. The Landlord accepts no responsibility for stolen, misplaced or damaged personal belongings kept inside or outside the rented premises. This includes but is not limited to items stored in vehicles in common car parking areas.

13. Indemnity

The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or anyone on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the Tenant.

The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant or the Tenant's servants, agents and/or invitees.

14. Reporting defects & Liability

The Tenant shall notify the Landlord or Agent immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.

15. Use of Premises

The Tenant shall not use the premises for any purpose other than for residential purposes without the written consent of the Landlord.

16. Sub-letting

The TENANT must not grant a licence or part via AirBnB or third party with occupation of the premises, or a part of the premises to provide accommodation for a fee or other benefit, without, in each instance, obtaining the landlord's prior written consent which, if given, may be subject to reasonable conditions.

17. Alterations to Property

The Tenant shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the Landlord or Agent. Adhesive tape and blu tak are forbidden at all times.

18. Light globes to be replaced by Tenant

The Tenant shall at the Tenant's expense replace all light tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

19. Rubbish

The Tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for this purpose (if any). The Tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

20. Hanging clothes

The Tenant shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.

21. Kerosene & oil heaters not permitted

The Tenant shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.

22. Mechanical repairs not to be carried out

The Tenant agrees not to carry out any mechanical repairs or spray painting on any motor vehicles, boats or motorcycle in or around the property including common property. The Tenant also agrees to be fully responsible for the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situated to their original condition forthwith.

23. Repairs

All NON URGENT maintenance requests must be submitted in writing either by fax or email to the agent.

Please note that all reasonable steps must be taken to notify the Agent of any URGENT repairs during business hours on the office number or by contacting your Property Manager directly on mobile.

24. Smoke alarms

(a) The smoke alarms in the property will be checked annually by a professional smoke alarm company appointed by the Agent or Landlord unless otherwise stated.

(b) Tenants should not tamper with the smoke alarm as otherwise this will invalidate the latest service

(c) Tenants must however check that the smoke alarm is operating and they can do this by pressing the button on the smoke alarm for at least 10 seconds and ensuring it beeps. This should be done weekly.

(d) Tenants must immediately notify the Agent of any smoke alarm that does not sound and confirm this advice to the Agent in writing on the same day.

(e) If the Tenant removes the battery or the alarm or any way damages the alarm, they will be held liable and required to pay for the cost on reinstatement.

25. Locks & keys

The Landlord acknowledges the Tenant's right to change the locks at the rental property providing a duplicate key is given to the Landlord or Agent. The Tenant acknowledges that whilst all due care and attention has been taken, the Landlord or Agent cannot guarantee that all keys to the property were returned by previous occupants. To ensure total security, it is our recommendation that the barrels in all locks be replaced.

The Agent is not legally obligated to hold or provide a spare key.

26. Blockages caused by misuse

The Tenant shall hereby pay the cost of clearing any pipe, drain, toilet or sewage blockages belonging to the premises caused by misuse by the tenant or their visitors.

27. Cheques

If you wish to pay by cheque you may do so by banking a cheque directly at the bank and ensuring it clears by the rent due date. Please do not post to the Agent.

The Tenant hereby agrees that should any rent cheque be presented again or 'refer to drawer', the tenant shall within 24 hours pay the rental amount in full by bank cheque or cash and will reimburse the bank charge.

28. Receipts

If you require a receipt for your rent payment please email your Agent and a computer ledger will be emailed to you.

29. Change of tenants during the tenancy & sub letting

The Tenant acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises during the term of this Agreement, and that any change in those occupying the premises must be immediately reported to the Agent in writing.

A prospective tenant must not move into the property without first completing and submitting an application to the Agent to be approved by the Landlord.

In the event that a tenant or tenants vacate/s during the course of the tenancy and irrespective of whether or not another (new) tenant is found in their place, an administration cost will be charged and is payable to the agent by the tenant/s

30. Lease break - Breach of Fixed term

In the event that the Tenant needs to vacate the premises prior to the expiry of this Agreement [and prior to the Diplomatic Clause coming into effect], the Tenant agrees to immediately advise the agent in writing and pay the re-letting costs as follows:

- (a) pro rata leasing fee (regardless of who found the tenant)
- (b) all rental payable up to the commencement of any new tenancy or up to the expiry date of the current lease, whichever comes first. Rent must continue to be paid one month in advance as per this lease agreement.
- (c) any advertising incurred

31. Rent increase

In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the Landlord may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least 60 days' notice of the increase

32. 'For Lease' & 'For Sale' boards & Access to Property

The Tenant shall allow the Landlord or Agent to put on the premises a notice or notices 'For Lease' during the last month of the term of this Agreement.

The Tenant shall also allow the Landlord or Agent to put on the premises a notice or notices 'For Sale' or 'Auction' at any time during the term of this Agreement and permit access to the premises by the Landlord or Agent to present the property to prospective purchasers or tenants upon 24 hours' notice or by Agreement with the Tenant and the Landlord or the Landlord's Agent.

33. Owners Corporation Rules [where applicable]

The Tenant agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation (formerly Body Corporate) as the case may be, in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the Subdivision (Owners Corporation) Regulation, if not amended, apply to all Owners Corporations.

The Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

34. Amendments by Agreement & In writing

This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

35. Tenant wishes to vacate

If the Tenant wishes to vacate the premises at the expiration of this Agreement the Tenant shall give the Landlord or Agent written notice of the Tenant's intention to vacate 28 days prior to the expiration of this Agreement. Notice given by email will be accepted but not by SMS.

36. Tenant intends to leave when the lease ends

If the Tenant remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Tenant must give written notice of the Tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.

37. Return of keys

The Tenant must return all keys, security swipes/fobs and remote controls to the agent when the tenant vacates the premises. The tenant's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned.

38. Tenant must not use bond as last months rent payment

The Tenant acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the Tenant shall not refuse to pay rent on the grounds that the Tenant intends to regard as rent paid by the Tenant, the bond or any part of the bond paid in respect of the premises. The Tenant acknowledges that failure to abide by this section of the Act renders the Tenant liable to a penalty of \$1000.

39. Carpet steam cleaning

The Agent and/or Landlord will make an assessment at the end of the tenancy, once the tenants have vacated, as to whether the carpets are in need of cleaning. If this is the case the Tenants hereby agree to have the carpets professionally steam or dry cleaned at their own expense and provide a receipt to the Agent.

40. Bond lodgement & Bond refund

The Tenant acknowledges that the bond paid under this tenancy Agreement has been deposited in accordance with the requirements of the Residential Tenancies Act 1997 with the Centralised Bond Authority. The Tenant acknowledges having been advised that the refund of the bond at the end of the tenancy can only be achieved by signing and lodging a Bond Claim form with the Centralized Bond Authority or electronically through the RTBA.

41. Fixed term tenancy notice

The Tenant acknowledges the right of the Landlord under the Residential Tenancies Act 1997 to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

42. General & Miscellaneous

The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenants' purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

No consent or waiver of any breach by the Tenant or the Tenants' obligations under the Residential Tenancies Act 1997 shall prevent the Landlord from subsequently enforcing any of the provisions of this Agreement.

43. Electronic communications

(1) Express consent

The Tenant consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address stated below:

Email Address Kristineaphipps@gmail.com [Kristine Phipps]

Email Address warren@guardianpestcontrol.com.au [Warren Phipps]

(2) If the Tenant has not consented to electronic service the Tenant must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The Tenant must immediately give notice in writing to the other party if the email address for electronic service changes

(4) Withdrawal of consent

The Tenant may withdraw their consent to electronic service of notices and other documents by giving notice in writing to the other party. Following the giving of notice, no further notices or other documents are to be served by electronic communication.

44. Garden clause

The Tenant agrees to fully and regularly maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests. This includes regular mowing of the lawn and nature strip.

The Tenant shall also regularly water the garden in accordance with water restrictions at the time.

45. Pets

The Landlord hereby agrees to the keeping one dog at the property.
Tenant

The Tenant hereby acknowledges that should the pet become a nuisance or there is a complaint lodged, then the said pet may need to be relocated from the property.

Should the pet cause any damage to the interior fixtures or fittings or surrounding area of the property, the Tenant agrees to rectify this immediately at their own cost.

Any carpeted areas shall be professionally steam cleaned by the Tenant when the property is vacated.

The property must also be flea bombed and a receipt provide to the agent. The flea bombing is essential as fleas lie dormant until a property is re-occupied.

Furthermore, if any carpets or floors are urinated on, the floor may need to be replaced (at the tenants cost) as pet urine contains ammonia and this carries through and cannot be removed.

46. Additional Terms

I hereby acknowledge that I have read and understood the above conditions. (Kristine Phipps, Warren Phipps)

Electronic Signatures

Kristine Phipps

- this is an approved, digital representation of the signature -

Kristine Phipps

17 December 2019, 6:30 pm

Email: kr*****.com

Warren Phipps

- this is an approved, digital representation of the signature -

Warren Phipps

17 December 2019, 6:37 pm

Email: wa*****.au

Lynda Jones

- this is an approved, digital representation of the signature -

Lynda Jones

Tide Realty PTY LTD Trading As YPA Dromana for and on behalf of the Landlord

18 December 2019, 9:07 am

Email: lj*****.au

Audit trail

17 December 2019, 4:50 pm - Contract is emailed to Kristine Phipps
17 December 2019, 4:50 pm - Contract is emailed to Warren Phipps
17 December 2019, 6:28 pm - Viewed by Kristine Phipps, IP: 120.148.17.132
17 December 2019, 6:30 pm - Signed by Kristine Phipps, IP: 120.148.17.132
17 December 2019, 6:31 pm - Viewed by Warren Phipps, IP: 120.148.17.132
17 December 2019, 6:37 pm - Signed by Warren Phipps, IP: 120.148.17.132
17 December 2019, 6:37 pm - Contract is emailed to Lynda Jones
18 December 2019, 9:07 am - Signed by Lynda Jones
18 December 2019, 9:07 am - The document has been completed.