

# Contract of sale of real estate – Particulars of sale

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

Property address 8 Calshot Grove, Gladstone Park, 3043

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

The terms of this contract are contained in the:

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

in that order of priority.

### Important notice to purchasers

## Cooling-off period

*Section 31, Sale of Land Act 1962*

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

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

You are entitled to a refund of all the money you paid **except** for \$100 or 0-2% of the purchase price (whichever is more) if you end the contract in this way.

## Exceptions

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

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

## 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  
dd/mm/yyyy

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  
dd/mm/yyyy

Print name of person signing

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

The **day of sale** is the date by which both parties have signed this contract.

## Notice to purchasers of property “off-the-plan”

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.

### Particulars of sale

#### Vendor’s estate agent

Telephone:

Fax:

DX:

Email:

#### Vendor

Lorraine Nicole Gillman

#### Vendor’s legal practitioner or conveyancer

Name: Mernda Conveyancing

Telephone: 0451 183 800

Fax:

DX:

Email: [info@merndaconveyancing.com](mailto:info@merndaconveyancing.com)

#### Purchaser

Name:

Address:

## Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Fax:	
DX:	
Email:	

## Land (general conditions 3 and 9)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	08848	Folio	899	: Lot 1277	Plan of Subdivision 084820
Volume		Folio			

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address The address of the land	8 Calshot Grove, Gladstone Park, 3043
Goods sold with the land General condition 2.3(f). List or attach schedule.	

## Payment (general condition 11)

Price	
Deposit	
by dd/mm/yyyy	

(of which [amount] has been paid)

Balance payable at settlement

### GST (general condition 13)

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

If this 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

### Settlement (general condition 10)

Is due on:  
dd/mm/yyyy

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

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

### Lease (general condition 1.1)

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

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.

**Loan (general condition 14)**

The following details apply if this contract is subject to a loan 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:	
If the contract is subject to 'special conditions' then particulars of the special conditions are:	

# Contract of sale of real estate—general conditions

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

## Title

### 1. Encumbrances

1.1 The purchaser buys the property subject to:

- a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- b) any reservations in the crown grant; and
- c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

### 2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

The vendor warrants that the vendor:

- a) has, or by the due date for settlement will have, the right to sell the land; and
- b) is under no legal disability; and
- c) is in possession of the land, either personally or through a tenant; and
- d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.3 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.

2.4 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.

2.5 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**.

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

### **3. Identity of the land**

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

3.2 The purchaser may not:

- a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- b) require the vendor to amend title or pay any cost of amending title.

### **4. Services**

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

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

### **5. Consents**

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

### **6. Transfer**

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

### **7. Release of security interest**

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

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

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

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

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

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



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

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

- a) that:
  - i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
  - ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
- b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

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

- a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

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

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

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

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

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

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

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

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

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

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

## 8. Builder warranty insurance

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

## **9. General law land**

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

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

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

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

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

9.5 The contract will be at an end if:

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

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

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

## **Money**

### **10. Settlement**

10.1 At settlement:

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

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

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

### **11. Payment**

11.1 The purchaser must pay the deposit:

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

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

- a) must not exceed 10% of the price; and
- b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

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

11.4 At settlement, payments may be made or tendered:

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

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

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

## 12. Stakeholding

12.1 The deposit must be released to the vendor if :

- a) the vendor provides particulars, to the satisfaction of the purchaser, that either—
  - i) there are no debts secured against the property; or
  - ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

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

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

## 13. GST

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

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

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

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

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

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

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

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

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

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

13.8 In this general condition:

- a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1505 (Cth); and
- b) 'GST' includes penalties and interest.

#### **14. Loan**

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

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

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

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

#### **15. Adjustments**

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

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

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

### **Transactional**

#### **16. Time**

16.1 Time is of the essence of this contract.

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

## **17. Service**

17.1 Any document sent by:

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

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

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

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

## **18. Nominee**

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

## **19. Liability of signatory**

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

## **20. Guarantee**

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

## **21. Notices**

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

## **22. Inspection**

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

## **23. Terms contract**

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

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

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

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

## **24. Loss or damage before settlement**

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

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

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

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

## **25. Breach**

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

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

## **Default**

### **26. Interest**

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

## **27. Default notice**

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

27.2 The default notice must:

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

## **28. Default not remedied**

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

## **SPECIAL CONDITIONS**

Notwithstanding anything contained in this Contract of Sale where the General Conditions conflict with or differ to the Special Conditions the Special Conditions shall prevail.

### **1. Auction**

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

The bidding must be at a lump sum for the property sold. Subject to this Contract and to the Vendor's reserve price, the person making the highest bid which is accepted by the Auctioneer by the fall of the hammer is/are the Purchaser/s. If any dispute arises over any bid the Auctioneer may decide:

- (a) who was the last bidder; or
- (b) to submit the property at some former bidding.

No person may retract a bid or advance a lesser sum than the amount named by the Auctioneer and the Vendor may refuse any bid or withdraw the property from sale.

The person making the highest bid which is accepted by the Auctioneer must immediately upon acceptance pay the deposit the Vendor/s agent and sign this Contract. If ten (10) minutes after acceptance the highest has not paid the deposit and signed this contract:

- (a) The Vendor/s may at any time sell the property to any other person either by auction, private treaty or any other means; and
- (b) The Purchaser/s will have no rights against the Vendor/s, the Vendor's Agent or the Auctioneer.

### **2. Acknowledgment**

The Purchaser/s acknowledge/s that prior to the execution of this Contract of Sale she/he/it received from the Vendor's Agent:

- (a) a copy of this Contract; and
- (b) a Vendor's Statement made in accordance with Section 32 of the Sale of Land Act 1962.

### **3. Town Planning and Other Restrictions**

The Vendor/s do/does not warrant that the property may be use for any particular purpose. The Purchaser/s buy/s the land subject to:

- (a) any Act, Order, Regulation, By-Law or Local Law affecting the land;
- (b) any restriction or condition imposed upon the land by or with the authority of any government;
- (c) any easements or rights vested in or claimed by any statutory authority; and
- (d) the restrictions contained in any applicable planning scheme.

### **4. Improvements**

- (a) The Purchaser/s accept/s the improvements on the land in their conditions as on the day of sale and acknowledge/s that the Vendor/s do/does not warrant that any building, fixture or other improvement is free from defect or fit for any particular use.
- (b) The Vendor/s make/s no representations that the improvements on the land or any alterations, additions or demolition works to the property comply with the Victoria Building Regulations, the requirements of the Local Municipal Council or other Statutory authority or any other Statutory requirements. The Purchaser/s may not make any requisitions or claim any compensation for any alleged non-compliance or call upon the Vendor/s to bear all or any part of the costs of compliance.



**5. Guarantee and Indemnity**

If the Purchaser/s is/are or includes a company other than a company listed on the Australian Stock Exchange the Purchaser/s must deliver to the Vendor/s an enforceable Guarantee and Indemnity in the form annexed to this Contract duly executed by all Directors of that Company. If the Indemnity and Guarantee is not delivered in accordance with this Special Condition within seven days of the Vendor/s or his/her/its Solicitors make a demand, the Purchaser/s will be in default under this Contract.

**6. Default**

If the Purchaser/s default/s in payment of the whole or part of the purchase money the Purchaser/s must pay upon demand:

- (a) all reasonable expenses incurred by the Vendor/s as a result of the breach; and
- (b) interest at a rate of five (5) per cent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default payable by the purchaser to the vendor upon demand without the necessity of any notice in writing whether under Condition 6 of the said Table A or otherwise. The purchaser agrees to pay the sum of \$330.00 (inclusive of GST) to the vendor's solicitor being the costs of each default together with a further sum of \$750.00 (inclusive of GST) for each and every Notice of Rescission prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under the Contract or otherwise. The provisions of Condition 4 of the said Table A shall not apply to the Contract.

General Condition 7 does not apply to this Contract.

**7. Exclusion of Prior Warranties**

The Purchaser/s acknowledge/s that the aforesaid Agent/s have acted as Agents of the Vendor/s and that no information, representation or warranty of the Vendor/s or his/her/its Agents was made with the intention or knowledge that it would be relied upon and that no such information, representations or warranty has in fact been relied upon and it is further agreed that this Contract of Sale is the sole and full repository of the Agreement between the Vendor/s his/her/its Agents and the Purchaser/s.

**8. Stamp Duty: Purchasers buying unequal interest.**

- i. If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- ii. If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- iii. The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- iv. This Special Condition shall not merge on completion.

**9. Buildings and Chattels**

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection, requisition or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or chattels within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws,

relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors title and the purchaser shall not make any request or claim any compensation from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspection including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation.

**10. Statutory Warranties if Vendor is an Owner Builder (if applicable)**

If any building work carried out on the land is subject to the Domestic Buildings Contracts and Tribunal Act 1995 then the warranties implied by Section 137C of that Act are set out hereunder:-

- (a) The vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the vendor was carried out on the home, in a proper and workmanlike manner.
- (b) The vendor warrants that all materials used in the domestic work were good and suitable for the purpose for which they were used and that unless otherwise stated in the report of the prescribed building practitioner, those materials were new.
- (c) The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements including without limiting the generality of this warranty, the Domestic Building Contracts and Tribunal Act 1995 and the regulations made thereunder.

The purchaser acknowledges receipt prior to the date of the contract, a Report on the building works from a prescribed building practitioner which is not more than six months old and a certificate of evidencing the existence of the required building insurance (if applicable - i.e. the cost of the building works exceeded \$12,000.00).

**11. Restrictions**

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The purchaser should make his own enquiries whether any structures or ceilings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto. If the property sold is affected by a Body Corporate the purchaser purchases the property subject to the Strata Titles Act 1967 (as amended) and/or Subdivision Act 1989 and the regulations made thereunder; the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme regulations or by-law and the rules of the Body Corporate.

**12. Services**

The purchaser acknowledges that it is his responsibility to check with the appropriate authorities as to the availability and the cost of connecting or re-connecting to the property any services he may require. Unless the purchaser contacts the supply authorities and takes over any existing service, a final reading will be obtained and all services will be disconnected at settlement. The purchaser acknowledges that it will be his responsibility to pay all costs and incidental to connection or re-connection of all the services he may require.

**13. Breach**

General condition 7 (GC7) contained in the Contract of Sale of Real Estate prescribed under Section 96 of the Estate Agents Act 1980 shall not apply to the contract attached hereto and the following Special Condition shall apply in its stead - A purchaser who breaches this contract must pay to the vendor on demand:-

- (a) The full amount payable under the contract attached hereto, whether due to be paid or not;
- (b) compensation for any reasonably foreseeable loss to the vendor resulting from the breach and
- (c) any interest due under the contract attached hereto as a result of the breach.

The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever and howsoever arising.

**14. Insurance**

The property remains at the risk of the vendor until final settlement, however the purchaser acknowledges that he has been advised to fully insure all the improvements on the property as soon as possible.

**15. Delivery of Transfer**

The instrument of transfer referred to in Condition 12 of the said Table A shall be delivered by the purchaser to the vendor's representative not less than fourteen days prior to the date upon which the purchaser is obliged to pay the residue of the purchase money under the Contract. Notwithstanding anything contained in any documents, the vendor shall not be obliged to complete the contract until the expiration of fourteen days from the date the said instrument of transfer is received by the vendor's representative. The purchaser shall be deemed to have defaulted in the payment of the residue of the purchase money, as from the date he is required to pay the residue of the purchase money, where the instrument of transfer is received by the vendor's representative less than fourteen days prior to the due date he is required to pay the residue of the purchase money, until fourteen days has expired from the date the instrument of Transfer is received by the vendor's representative or the settlement date, whichever is the later. The purchaser shall pay interest pursuant to the contract from the date of default together with all costs and losses as set out herein. The purchaser shall not be entitled to call for a settlement until the expiration of fourteen days from the date the instrument of transfer is received by the vendor's solicitor.

**16. Settlement**

Settlement shall be affected prior to 3.00pm (Eastern Standard Time) at the office of the vendor's representative or at any place nominated by the vendor's representative. Should the settlement not occur before the said time on or after the due date for the completion of the contract as a result of the conduct of the purchaser, his representative or his mortgagee or mortgagees, the purchaser shall be deemed to be in default in the payment of the residue of the purchase money until the following business day. The purchaser shall pay all interest, costs, losses and charges due under the contract. The purchaser also agrees to pay a settlement re-booking fee of \$60.00 for every subsequent settlement time arranged, after the first settlement appointment has been made.

**17. Purchaser Resident of Australia**

The purchaser warrants that if the purchaser is a natural person, he is ordinarily resident in Australia and that the Foreign Acquisition and Takeover Act 1975 does not apply to the purchaser or any nominee. If the purchaser or any person claiming through him is in breach of this warranty, then the purchaser agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

**18. Number of Cheques**

The vendor may request up to a maximum 6 bank cheques at the settlement.

**19. Service of Documents**

Any demand, notice or document shall be deemed to be sufficiently served or delivered to the purchaser if served and delivered personally or if posted by prepaid post or sent by facsimile to the purchaser or the purchaser's representative. "Purchaser's representative" shall at all times and in all contexts mean and include - the purchaser's legal practitioner, conveyancer or any other person who has held themselves out as representing the purchaser, to the vendor or the vendor's legal practitioner, the vendor's conveyancer or the vendor's representative. Condition 13 of the said Table A shall be amended in the following manner:

- (a) the words "conveyancer or any other person who has held themselves out as representing the purchaser" shall be inserted after the words "legal practitioner" wherever occurring and
- (b) the words "or sent by facsimile" be inserted after the word "post" in the fourth line of the said condition.
- (c) the words "as named in the contract" in the fifth line shall be deleted.

## **20. Settlement**

The purchaser acknowledges that at the settlement date, the Certificate of Title relating to the land may not have issued from the Land Titles Office and/or may not be available to be handed over to the purchaser at the settlement. The purchaser shall accept in lieu of the Certificate of Title relating to the land a Transfer of Land with an Order to Register endorsed thereon directing the Land Titles Office to issue the Certificate of Title to the purchaser or any other person nominated by the purchaser.

## **21. Reservations**

- The Vendor makes no representation in relation to the condition of the property or any chattels and the Purchaser relies solely upon the Purchaser's own enquiries and inspection.
- The Vendor makes no representations that the services referred to in the Vendors Statement are adequate for the Purchasers proposed use of the property and the Purchaser should make his own enquiries of the service providers as to the availability and cost of connection or re-connection to the property of the services they require. The provision of services may change between the day of sale and the settlement date and the Vendor makes no representations that the provision of any services will remain the same after the day of sale. The Purchaser will be responsible for the connection, re-connection and/or transfer of all services to the property and will bear all costs associated with such connection, re-connection and/or transfer.

## **22. Nomination**

If the contract states that the property is sold to a named purchaser 'and/or nominee' the named purchaser shall only have the right for a period of fourteen (14) days from the date of this contract to nominate a substitute or additional purchaser, but the named purchaser shall remain personally liable for the due performance and observance of all the named purchaser's obligations under this contract and it shall be a condition precedent of such nomination that:-

- (a) The purchaser and/or named purchaser shall pay the vendor's solicitor the additional sum of \$350.00 (inclusive of GST) such sum shall increase the price by \$350.00 accordingly.
- (b) The named purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the vendor's representative.
- (c) If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser shall deliver a personal guarantee to the vendor's representative, signed by all the directors of the said incorporated body.

## **23. GST**

- (a) The vendor and purchaser agree that the purchaser shall be required to pay or reimburse to the vendor, in addition to the price, any and all GST levied or payable by the vendor in respect of the vendor's development and sale of the property, whether levied or payable on the price or in respect of the value of the land and the costs of development and construction of the property (including without limitation any amount payable or reimbursable by the vendor to any contractor in respect of the construction and fitout of the property) or otherwise.



- (b) The vendor shall notify the purchaser at least seven (7) days prior to the settlement date of the amount of GST levied or payable by the vendor pursuant to Special Condition (a) hereof.
- (c) If the purchaser disputes the vendor's calculation of the amount of GST levied or payable by the vendor pursuant to Special Condition (a) hereof, the vendor and the purchaser shall negotiate in good faith to resolve the dispute and if such dispute remains unresolved within seven (7) days of the dispute shall be decided by an expert who shall be appointed at the request of either party by the President of the Victorian Branch of the Institute of Chartered Accountants in Australia with at least ten (10) years experience as a Tax Accountant in a Chartered Accounting firm who shall act as an expert and not an Arbitrator and shall give a written decision within twenty eight (28) days of his appointment which decision shall be final and binding on both parties and shall contain a direction as to how his costs shall be paid.
- (d) Notwithstanding any other special condition in this Contract, the parties agree that the maximum amount that the purchaser shall be liable to pay or reimburse under special condition (a) hereof shall not exceed the rate at which GST is levied or payable multiplied by the price set out in the Particulars of Sale.
- (e) The purchaser shall not be entitled to rescind the Contract or delay or postpone settlement or retain any part of the balance by the purchaser under this contract if the parties are unable to agree on the amount to be paid or reimbursed by the purchaser pursuant to special condition (a) hereof or if the settlement date any such dispute has not been resolved pursuant to Special Condition (c) hereof and in either circumstance Special Condition (f) hereof shall apply.
- (f) In the event of the amount of GST to be paid or reimbursed by the purchaser pursuant to Special Condition (a) hereof remains unresolved by the Settlement Date, at settlement the purchaser shall pay to the vendor's Solicitors (in addition to the balance payable to the vendor) an amount equal to the maximum amount of the purchaser's liability calculated pursuant to Special Condition (d) hereof, to be held in trust by the vendor's Solicitors until distributed to the vendor and purchaser in accordance with the written decision made by the Expert pursuant to Special Condition (c) hereof.
- (g) Margin Scheme - The Purchaser acknowledges that the Vendor may elect that any GST it is liable to pay on the supply of the Property to the Purchaser under this Contract is calculated under Division 75 of the A New Tax System (Goods & Services) Act 1999. The Purchaser acknowledges that if the Vendor makes this election the Purchaser will not be entitled to claim any input tax credit for the acquisition of the Property.

## **LAW INSTITUTE OF VICTORIA PROPERTY LAW DISPUTE RESOLUTION COMMITTEE GUIDELINES**

1. The Committee has been established to decide disputes relating to property law matters.  
Where a party does not have a legal practitioner representing them, the dispute cannot be heard until that party instructs a legal practitioner.
2. An agreed Statement of Facts must be signed by all parties and referring legal practitioners and must include:
  - 2.1 A clear and concise statement of all the relevant agreed facts upon which the dispute is based.  
The Committee is unable to make any decision unless the facts are agreed between the parties.
  - 2.2 A copy of all relevant documents.
  - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring legal practitioners and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring legal practitioner must be paid to the Law Institute of Victoria when that application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only  
In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right -
  - (i) to call for further and better particulars in order to make a decision.
  - ii) to refuse to decide any dispute, in which cases all fees will be refunded in full
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

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- *The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law section, Law Institute of Victoria. Tel. (03) 9607 952*

**SCHEDULE 1**  
**Regulations 4, 5**

**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. 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.

**SALE OF LAND REGULATIONS 2005**  
**SCHEDULE 5**  
**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 he or she 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 he or she 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.



# **VENDOR'S STATEMENT TO A PURCHASER OF REAL ESTATE**

**(Pursuant to Section 32 of the *Sale of Land Act 1962*.)**

**Vendor:** Lorraine Nicole Gillman

**Property:** 8 Calshot Grove, Gladstone Park, 3043

The Title description is: Lot 1277 on Plan of Subdivision 084820 and being the land described in Certificate of Title Volume/Folio: 08848/899.

## **IMPORTANT NOTICE TO PURCHASERS.**

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

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the Municipal Council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.

In this Statement:

"certificate" means a certificate (or a copy of a certificate) issued by the relevant authority.

"settlement" means the event upon which the Purchaser becomes entitled to possession or to the rents and profits of the property.

### **1. TITLE:**

Attached copies of the following documents concerning the title: -

A copy of The certificate of Title description is: Lot 1277 on Plan of Subdivision 084820 and being the land described in Certificate of Title Volume/Folio: 08848/899.

### **2. RESTRICTIONS:**

Details of any registered or unregistered easement, covenant or other similar restrictions affecting the property are set out in the attached copies of title documents.

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat (if any) or similar restriction. The purchaser should note that there may be sewers, drains, underground or overhead cables and underground pipes laid outside any registered easements.

### **3. FINANCIAL MATTERS**

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

Provider	Amount (and interest if any)	Period
Council	\$2200	per annum
Water	\$1200	per annum

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

**The known total annual outgoings to all rating authorities does not exceed \$4300.00 p.a.**

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in this property

**WARNING:** the Purchaser should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. The vendor makes no representation that services referred to in the vendor's statement are adequate for the purchaser's proposed use of the property and the purchaser should make appropriate enquiries to service providers. The provision of services may change between the date of sale or date of contract and the settlement date or payment of the balance of purchase price and the vendor makes no representation that the provision of the services will remain the same between the day of sale of contract and the settlement date or payment of the balance of purchase price.

No statutory notices other than the usual rate notices affect the property to the Vendor's knowledge, and the amounts for which the Purchaser may become liable for as a consequence of this sale after adjustment of all outgoings is: **NIL**.

Amounts owing under any registered or unregistered statutory charge that secures any amount due under any legislation is: **NIL**

#### **SERVICES:**

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have the service reconnected. Gas, water, electricity, sewerage and telephone are available.

#### **4. BUILDING PERMITS**

Particulars of any Building Permit issued under the Building Act 1993 during the past seven years (where there is a residence on the land) – nil

#### **5. INSURANCE**

Insurance has been affected to the vendor's knowledge

#### **6. LAND USE**

##### **6.1. RESTRICTIONS**

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

As set out in the attached copies of title documents and planning information

Particulars of any existing failure to comply with their terms are as follows:

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easements, covenant or similar restrictions affecting the land. The purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

##### **6.2. BUSHFIRE**

This land is not in a designated bushfire prone area within the meaning of the regulation made under the Building Act 1993.

##### **6.3. ROAD ACCESS**

There is access to the Property by road.

#### 6.4. PLANNING

**Name:** Hume Planning Scheme

**Responsible Authority:** Hume City Council

**Zoning/Reservation:** General residential Zone (GRZ)

#### 7. NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affective the land of which the vendor might reasonably be expected to have knowledge are: -

None to the vendors knowledge however the vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the vendor directly.

(b) The vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affective the ongoing use of the land for agricultural purposes.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act 1505 are: Not Applicable.

#### 8. SMOKE ALARMS:

The purchaser should note that all dwellings or units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations 1994 or any relevant amendment to the Regulations made there under within 30 days after:

- (a) in the case of a contract other than a terms contract (as defined under section 2 of the *Sale of Land Act 1962*) the date of completion of the Contract; and
- (b) in the case of a terms contract, the purchaser becomes entitled to possession of the land or to the receipt of rents and profits, as the case may be under such terms contract.

#### 9. SWIMMING POOLS:

In the event that a swimming pool or spa capable of containing a depth of water exceeding 300mm is on the land herein described the purchaser may be required at his expense to comply with the provisions of the building Act 1993 and the Building Regulations 1994, and in particular Regulation 5.13, requiring the provision of barriers to restrict access by some children to the swimming pool or spa within 30 days after:

- 9.1. In the case of a contract other than a terms contract (as defined in Section 2 of the *Sale of Land Act 1962*) the date of completion of the contract; and
- 9.2. In the case of a terms contract, the purchaser becomes entitled to possession or to the receipt of the rents and profits under the contract.

#### 10. INSURANCE:

Details within the preceding 6 or 7 years in the case of a residence to which section 200B of the *Building Act 1993* or any Regulation or any relevant legislation is:

#### 11. TENANCY

Details of any tenancy affecting the property are as follows: nil

#### 12. OWNERS CORPORATION

The land is NOT in affected by an Owners Corporation within the meaning of the Owners Corporation Act 5052.

#### 13. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- 13.1. The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1505) is NOT
- 13.1.1. land that is to be transferred under the agreement
  - 13.1.2. land on which works are to be carried out under the agreement (other than crown land)
  - 13.1.3. land in respect of which a GAIC is imposed.

**The Purchaser(s) hereby acknowledge being given a duplicate of this Vendor's Statement signed by the Vendor prior to the Purchaser(s) signing any contract of sale or sale note.**

**DATE OF THIS STATEMENT: the \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

Signed: \_\_\_\_\_ **Vendor/s.**

**DATE OF THIS STATEMENT: the \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

Signed: \_\_\_\_\_ **Purchaser/s.**

**PLEASE NOTE:** Where the property is to be sold on terms pursuant to section 32 (2)(f) of the *Sale of Land Act 1962* or sold subject to a mortgage that is not to be discharged by the date of possession (or the receipt of rents and profits) of the property pursuant to section 32(2) (a) of the *Sale of Land Act 1962*, then the Vendor must provide an additional further statement containing the particulars specified in Schedules 1 and 2 of the said Act.

**END OF STATEMENT.**

**GUARANTEE BY DIRECTORS OF PURCHASER COMPANY**

I/We, the Guarantors whose name and address and description are set out in the schedule hereto (hereinafter called "the Guarantors") in consideration of the within named vendor selling to the within named purchaser at our request the property described in the within contract for the price and upon the terms and conditions therein set forth do hereby for ourselves, our respective executors and administrators jointly and severally covenant with the said vendor that if at any time default shall be made in the payment of the deposit, residue of purchase money or interest or other moneys payable by the purchaser to the vendor under the within contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest or other moneys which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money interest or other moneys payable under the within contract and all losses, costs, charges and expensed whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance of the part of the vendor in enforcing payment of any of the moneys payable under the within contract or the performance or observation of nay of the agreements, obligations or conditions under the within contract or by time given to the purchaser for nay such payment performance or observance or by any other thing which under the law relating to sureties would but for this provisions have the effect of releasing us, our executors or administrators.

**SCHEDULE**

**Guarantors:**

1. Full Name:

Address:

Occupation:

2. Full Name:

Address:

Occupation:

IN WITNESS WHEREOF the said Guarantors have hereunto set their hands and seals this the day of  
,2023

SIGNED SEALED AND DELIVERED by the said )

\_\_\_\_\_  
in the presence of:- )

Witness

SIGNED SEALED AND DELIVERED by the said )

\_\_\_\_\_  
in the presence of:- )

Witness

# **Auctioneer Statements at Public Auctions**

## **Required under the Sale of Land (Regulations) 2005**

By law, **I MUST** advise you that:

1. Today's auction will be conducted in accordance with the rules in Schedule 1 of the Sale of Land Regulations 2004 and any additional conditions that were made available for inspection before the start of the auction.
2. The auction rules permit the making of bids on behalf of the vendor.
3. The law prohibits the making of vendor bids other than by me as the auctioneer.
4. During the auction, I will say "VENDOR BID", when I make bids on the vendor's behalf.
5. I will indicate bidders on request.
6. The law prohibits a person from falsely claiming or falsely acknowledging that he or she made a bid.
7. The law prohibits an intending bidder or person acting on behalf of an intending bidder from intentionally preventing or causing a major disruption to the auction.
8. The law provides for substantial penalties for any person who engages in prohibited conduct.

# **Sale of Land Regulations 2005**

## **SCHEDULE 1**

Regulations 5, 6, 7

### **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. 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 ten minutes for the purchase of the property.

# **Sale of Land Regulations 2005**

## **SCHEDULE 2**

Regulations 5, 6, 7

### **RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

#### **ONE VENDOR INTENDS TO BID TO PURCHASE**

1. The property at this auction is co-owned by two vendors.

One of the vendors intends to bid to purchase the property at this auction from their co-owner. That vendor may make bids personally, or through a representative, but not through the auctioneer.

Only the auctioneer can make a bid for the other vendor.

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



# **Sale of Land Regulations 2005**

## **SCHEDULE 3**

Regulations 5, 6, 7

### **RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

#### **SOME VENDORS INTEND TO BID TO PURCHASE**

1. The property at this auction is co-owned by more than two vendors.

One or more (but not all) of the vendors intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

Only the auctioneer can make a bid for a vendor not bidding to purchase the property.

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

# **Sale of Land Regulations 2005**

## **SCHEDULE 4**

Regulations 5, 6, 7

### **RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

#### **ALL VENDORS INTEND TO BID TO PURCHASE**

1. The property at this auction is co-owned by two or more vendors.

Each of the vendors intends to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

The auctioneer cannot make a bid at this 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 vendors 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. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendors will first negotiate with the highest bidder for the purchase of the property.

# **Sale of Land Regulations 2005**

## **SCHEDULE 5**

### **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 he or she 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 he or she 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 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 he or she 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 he or she 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 Regulations 2005**. Copies of those laws can be found at the following web site: [www.dms.dpc.vic.gov.au](http://www.dms.dpc.vic.gov.au) under the title "LawToday".



# 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](http://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.

***The purchasers acknowledge receipt of Due Diligence Checklist containing 3 pages***

/      /201      .....



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

Page 1 of 1

VOLUME 08848 FOLIO 899

Security no : 124109043205F  
Produced 13/09/2023 08:20 AM

### LAND DESCRIPTION

Lot 1277 on Plan of Subdivision 084820.  
PARENT TITLE Volume 08551 Folio 749  
Created by instrument LP084820 28/08/1970

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
LORRAINE NICOLE GILLMAN of 42 MIDDLE ST HADFIELD 3046  
U253171E 06/06/1996

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE U253172B 06/06/1996  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT E109356 22/07/1971

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 LP084820 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: 8 CALSHOT GROVE GLADSTONE PARK VIC 3043

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 22/10/2016

DOCUMENT END

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>LP084820</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>13/09/2023 08:22</b>

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LP 84820

EDITION 2

PARISH#6HP/CHART 12

APPROVED 1/6/70

COLOUR CONVERSION

BLUE = E-1  
BROWN = R-1

PLAN OF SUBDIVISION  
OF PART OF CROWN PORTION 5

# PARISH OF TULLAMARINE

COUNTY OF BURKE

Measurements are in Feet & Inches

Conversion Factor

FEET X 0.3048 = METRES

VOL. 8551 FOL. 749

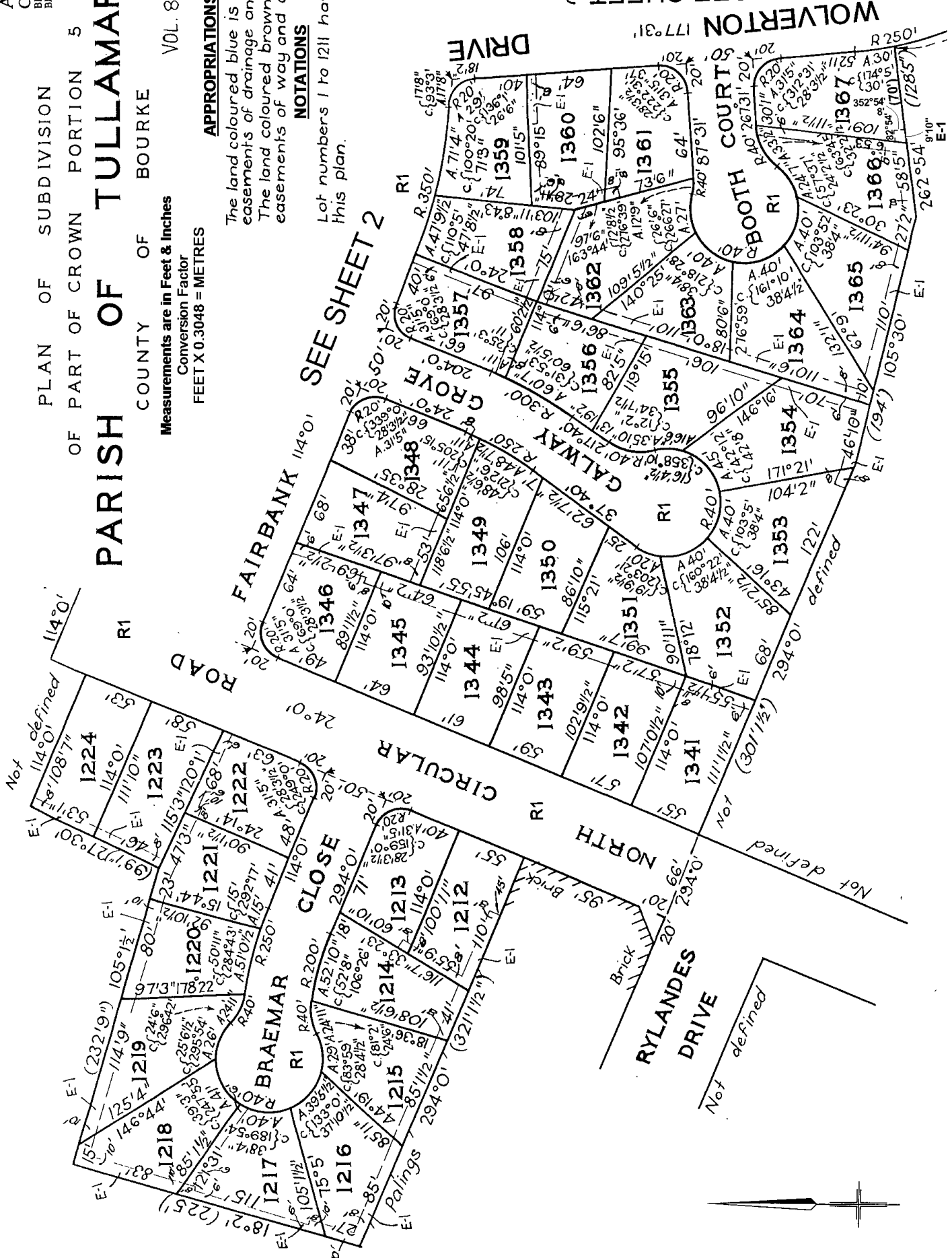
## APPROPRIATIONS

The land coloured blue is appropriated for easements of drainage and sewerage.  
The land coloured brown is appropriated for easements of way and drainage.

## NOTATIONS

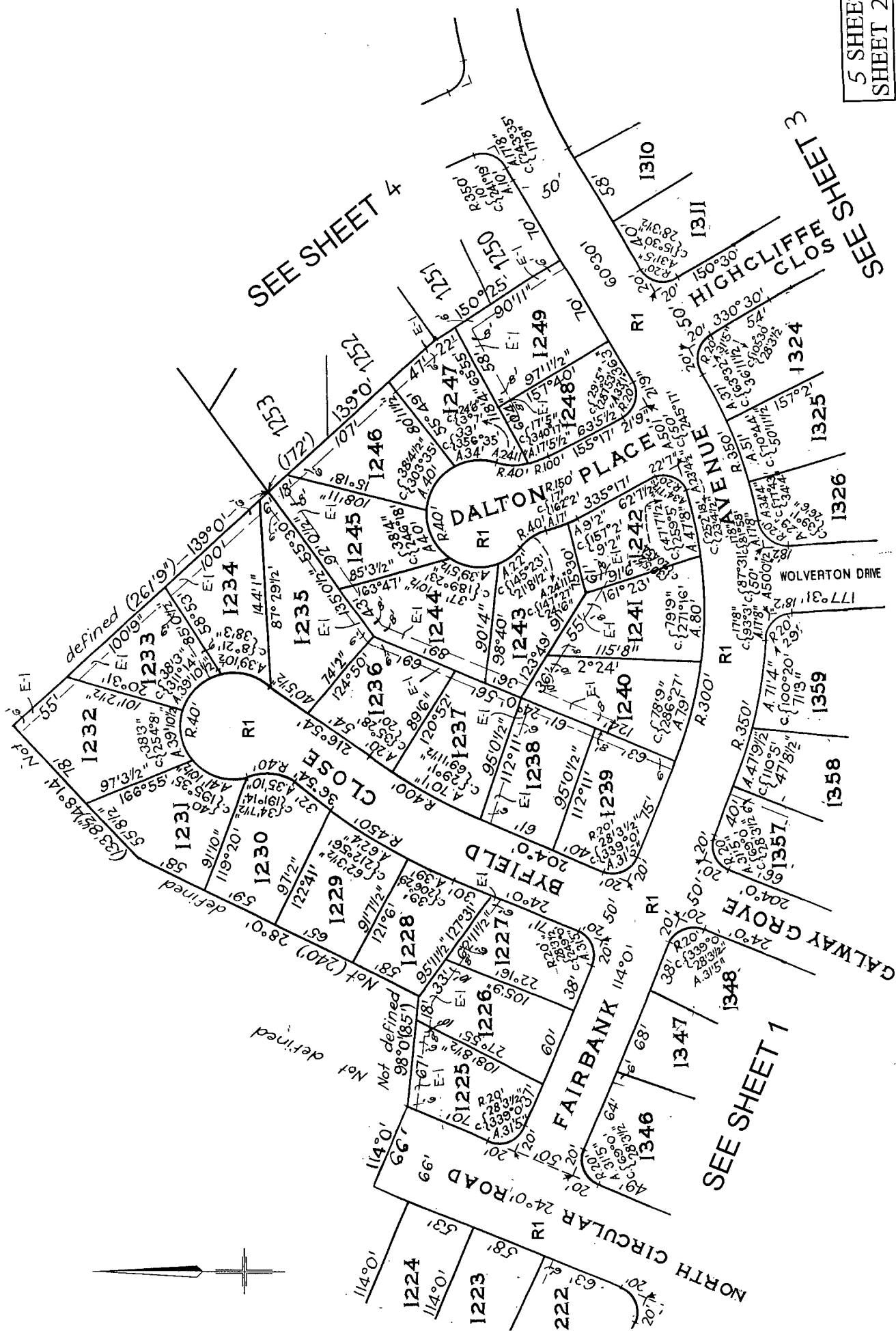
Lot numbers 1 to 1211 have been omitted from this plan.

5 SHEETS  
SHEET 1

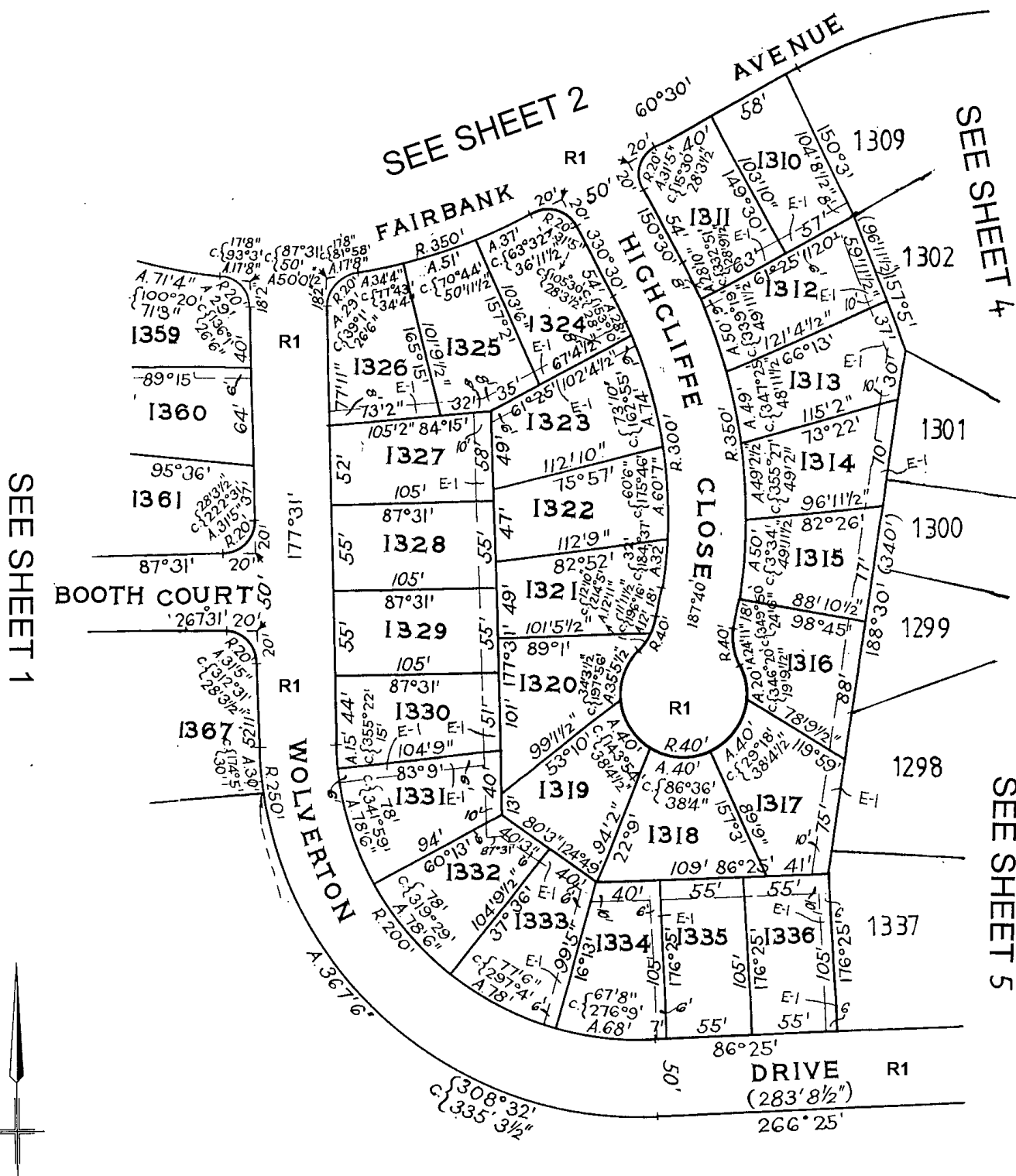


LP 84820

5 SHEETS  
SHEET 2



LP 84820



5 SHEETS  
SHEET 3

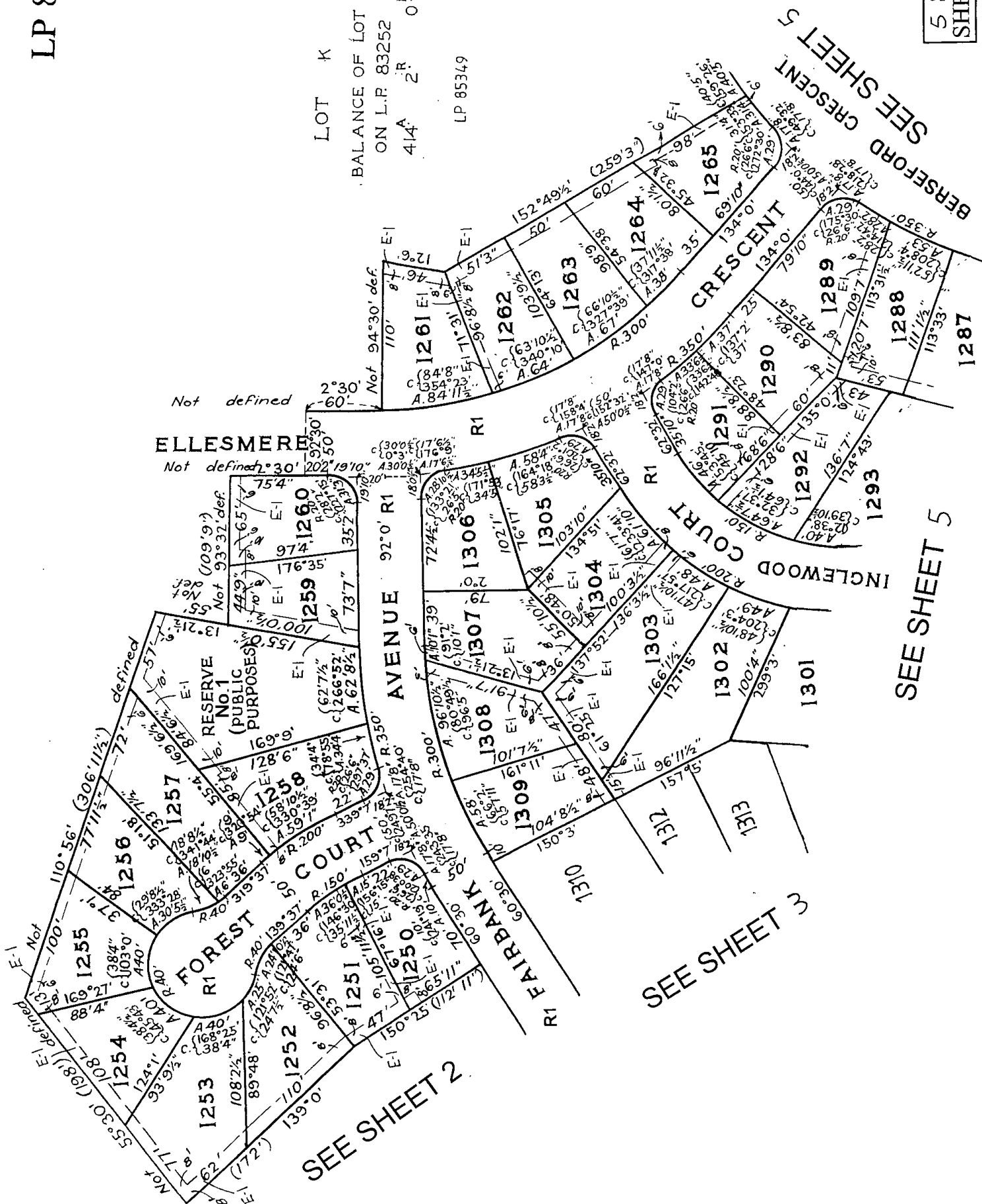
LP 84820

LOT K

BALANCE OF LOT J  
ON L.R. 83252  
414' 2" R O.P.

LP 85349

5 SHEETS  
SHEET 4

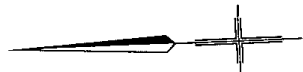


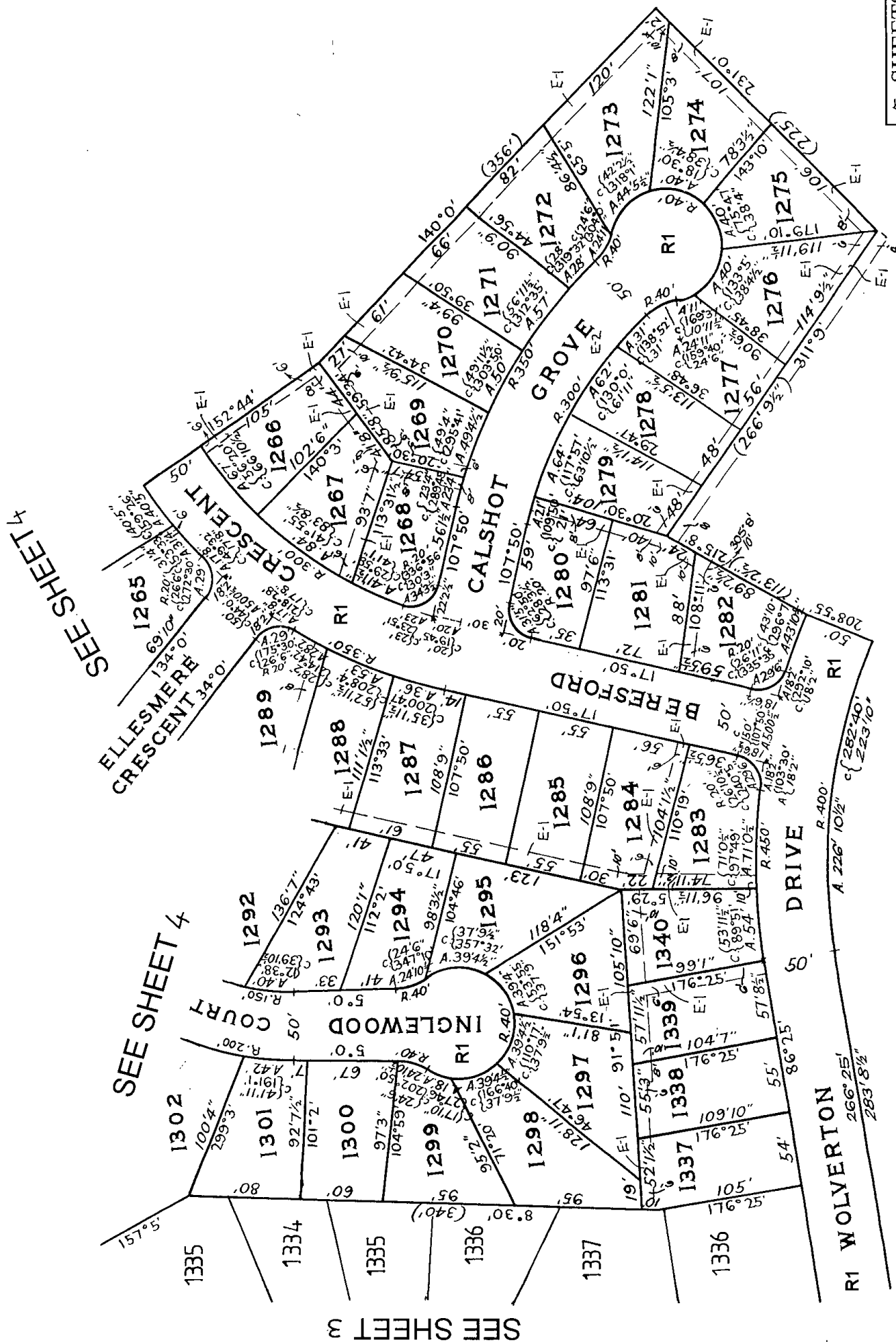
SEE SHEET 2

SEE SHEET 3

SEE SHEET 4

SEE SHEET 5









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E109356

E109356

REGD

D95886  
608

\$12

\$46.25

1

VICTORIA STAMP DUTY

JUL-20-71 675015 47839

LEE1015\*\*\*16-25

19/9/11

10-32-3-1-6-9-1-3 JUL-22-71

MADE AVAILABLE  
TO ISSUE TO Russell R.C. VICTORIA

TRANSFER OF LAND

COSTAIN DEVELOPMENTS (AUSTRALIA) PROPRIETARY LIMITED of 461

St. Kilda Road Melbourne 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 THREE THOUSAND SEVEN HUNDRED DOLLARS (\$3,700.00)

paid to it by KEITH GEORGE RICHARDS Instrument Maker and ROSE

RICHARDS Married Woman both of 7 Dredge Street, Reservoir DO

HEREBY TRANSFER to the said KEITH GEORGE RICHARDS and ROSE

RICHARDS All its estate and interest in ALL THAT piece of land

being Lot 1277 on Plan of Subdivision No. 84820 Parish of

Tullamarine and being the whole of the land more particularly

described in Certificate of Title Volume 8848 Folio 899 AND the

said Keith George Richards and Rose Richards with the intent that

the benefit of this covenant shall be attached to and run at law

and in equity with each and every Lot on the aforesaid Plan of

Subdivision (other than the Lot hereby transferred) and that the

burden of this covenant shall be annexed to and run at law and in

equity with the land hereby transferred and every part thereof

DO HEREBY for themselves their heirs executors administrators and

transferees the registered proprietor or proprietors for the

time being of the land hereby transferred or any part thereof and

as separate covenants COVENANT with the said Costain Developments

(Australia) Proprietary Limited and its assigns and other the

registered proprietor or proprietors for the time being of the

land comprised in the said Plan of Subdivision and every part or

parts thereof (other than the land hereby transferred) that the

said Keith George Richards and Rose Richards their heirs executors

administrators and transferees the registered proprietor or

proprietors of the land hereby transferred will not at any time:

- (a) erect any fencing on the front boundary of the Lot hereby transferred or within twenty five feet of such front boundary on the side boundaries or in the case of corner allotments within ten feet of the front boundary on the side street boundary other than a fence of not more than three feet above ground level.

DATED this fourteenth day of July

1971.

THE COMMON SEAL OF COSTAIN DEVELOPMENTS (AUSTRALIA) PROPRIETARY LIMITED was hereto affixed by the authority of a resolution of a Board of Directors in the presence of:

Director

Secretary



DE109356-1-7

SIGNED by the said KEITH GEORGE

RICHARDS in Victoria in the

presence of:

X *Keith G. Richards*

X *Robert J. Richards*  
Witness

SIGNED by the said ROSE RICHARDS

in Victoria in the presence of:

X *Rose Richards*  
X *Robert J. Richards*  
Witness

ENCUMBRANCES REFERRED TO:

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



DE109356-2-3

D968806

The Registrar of Titles  
Please register this

*Transfer*  
and on completion hand  
*Transferees 2/11*  
to  
*the lodging party*  
For The Commercial Bank  
of Australia Ltd.

*Robert*  
Manager.

RUSSELL KENNEDY & COOK

TRANSFER OF LAND

K. G. AND R. RICHARDS

to

COSTAIN DEVELOPMENTS (AUST)  
PTY. LTD.

HERBERT, GERR & BUNDIE,  
SOLICITORS,  
409 Keltie Road,  
NEBBIE, 3012.

~~379-6183~~

20-71-5584

A document of the Victorian Land Office  
has been entered in the Register Books



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## **FINAL SEARCH STATEMENT**

## **Land Use Victoria**

Page 1 of 1

Security No : 124109043288Q  
Produced 13/09/2023 08:22 AM

Volume 8848 Folio 899

### **ACTIVITY IN THE LAST 125 DAYS**

NIL

### **ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 22/10/2016

STATEMENT END



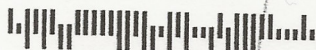


ABN: 14 854 354 856

# Rates & charges instalment notice

For the period 1 July 2022 to 30 June 2023

Enquiries: 9205 2200



L N AKERS  
8 CALSHOT GR  
GLADSTONE PARK VIC 3043

PROPERTY NUMBER: 505685

PAYMENT REFERENCE: 9285669

DATE OF ISSUE: 20/01/2023



023  
1004240  
R1\_9363

For emailed notices:  
[hume.enotices.com.au](http://hume.enotices.com.au)  
Reference: F1F39A90AW

## PROPERTY DETAILS

8 CALSHOT GR GLADSTONE PARK VIC 3043  
Lot 1277 LP 84820 Vol 8848 Fol 899

### Site Value

\$452,000

### Capital Improved Value

\$593,000

### Net Annual Value

\$29,650

Level of Value Date: 01/01/2022

Date Adopted for Rating Purposes: 01/07/2022

## INSTALMENT AMOUNT DUE

\$316.00

### DUE DATE

28/02/2023

## RATES & CHARGES

### 3rd Instalment

TOTAL PAYABLE BY 28.02.2023

\$316.00

\$316.00

Please be advised that the Pension concession rebate has already been deducted from this instalment amount.

This notice includes payments made to 19/01/2023

## Customer Service Centres

Broadmeadows 1079 Pascoe Vale Road  
Craigieburn 75-95 Central Park Avenue  
Sunbury 44 Macedon Street  
Cashier hours: 8am-5pm weekdays

## Contact Council

PO BOX 119, Dallas 3047  
Phone: 9205 2200  
Email: [contactus@hume.vic.gov.au](mailto:contactus@hume.vic.gov.au)  
[hume.vic.gov.au](http://hume.vic.gov.au)

## HOW TO PAY



BPAY (BPAY View Registration No: 9285669)

Access Bpay via your internet banking

BILLER CODE: 12500

REF: 9285669



### DIRECT DEBIT

Register online at  
[hume.vic.gov.au/rates](http://hume.vic.gov.au/rates) to arrange  
automatic payment of your account



### POST BILLPAY

BILLPAY CODE: 0862

REF: 9285 669



\*862 9285669



### IN PERSON

Pay at your nearest Council Customer  
Contact Centre in Broadmeadows,  
Craigieburn or Sunbury or visit your nearest  
Post Office.



### MAIL

Send this slip with your cheque made  
payable to: Hume City Council,  
PO Box 119 Dallas 3047

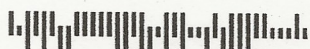
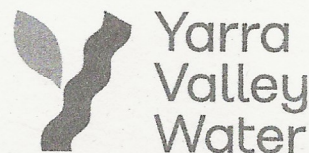


### ONLINE OR PHONE

Call 13 18 16 or visit [hume.vic.gov.au/pay](http://hume.vic.gov.au/pay)



# Your quarterly bill



547519-001 000112(223) D023

MRS L AKERS & D AKERS  
8 CALSHOT GR  
GLADSTONE PARK VIC 3043

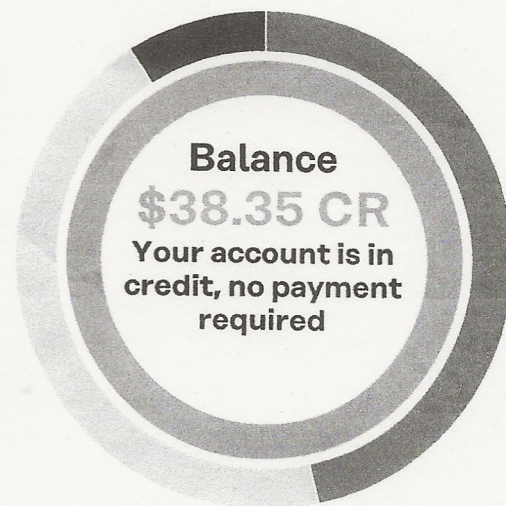
Enquiries 1300 304 688  
Faults (24/7) 13 27 62

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Account number 13 7915 0000  
Invoice number 1376 1085 87458  
Issue date 29 May 2023  
8 CALSHOT GR  
Property address GLADSTONE PARK  
Property reference 1205327, LOT 1277  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

## Summary

<b>Previous bill</b>	<b>\$2.28</b>
Payment received thank you	-\$250.00
<b>Balance carried forward</b>	<b>\$247.72 CR</b>
<b>This bill</b>	
Usage charges	
Water usage	\$103.43
Sewage disposal	\$34.73
Service charges	
Water supply system	\$19.70
Sewerage system	\$112.45
<b>Other authority charges</b>	
Waterways and drainage	\$27.34
Adjustments	
Pension and concession rebate	-\$88.28
<b>Total this bill (GST does not apply)</b>	<b>\$209.37</b>
<b>Total balance</b>	<b>\$38.35 CR</b>



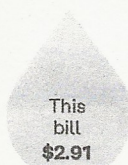
- Usage charges
- Service charges
- Other authority charges

Your concession has been applied to this bill.

21/6/2023  
\$50.00  
#50055044003 ✓

12/7/2023  
\$100.00  
#50055155032

## Your daily spend

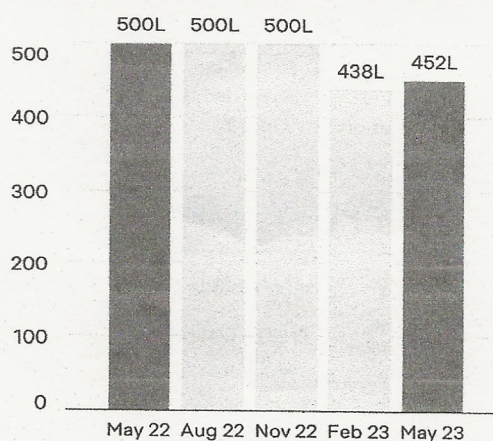


The same  
time last  
year  
\$3.12

Excludes other authority charges.

## Your household's daily water use

Target 150L of water use per person, per day.



Average use in litres per day

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 13 September 2023 08:52 AM

## PROPERTY DETAILS

Address: **8 CALSHOT GROVE GLADSTONE PARK 3043**  
Lot and Plan Number: **Lot 1277 LP84820**  
Standard Parcel Identifier (SPI): **1277\LP84820**  
Local Government Area (Council): **HUME**  
Council Property Number: **505685**  
Planning Scheme: **Hume**  
Directory Reference: **Melway 6 B9**

[www.hume.vic.gov.au](http://www.hume.vic.gov.au)

[Planning Scheme - Hume](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **SUNBURY**

## OTHER

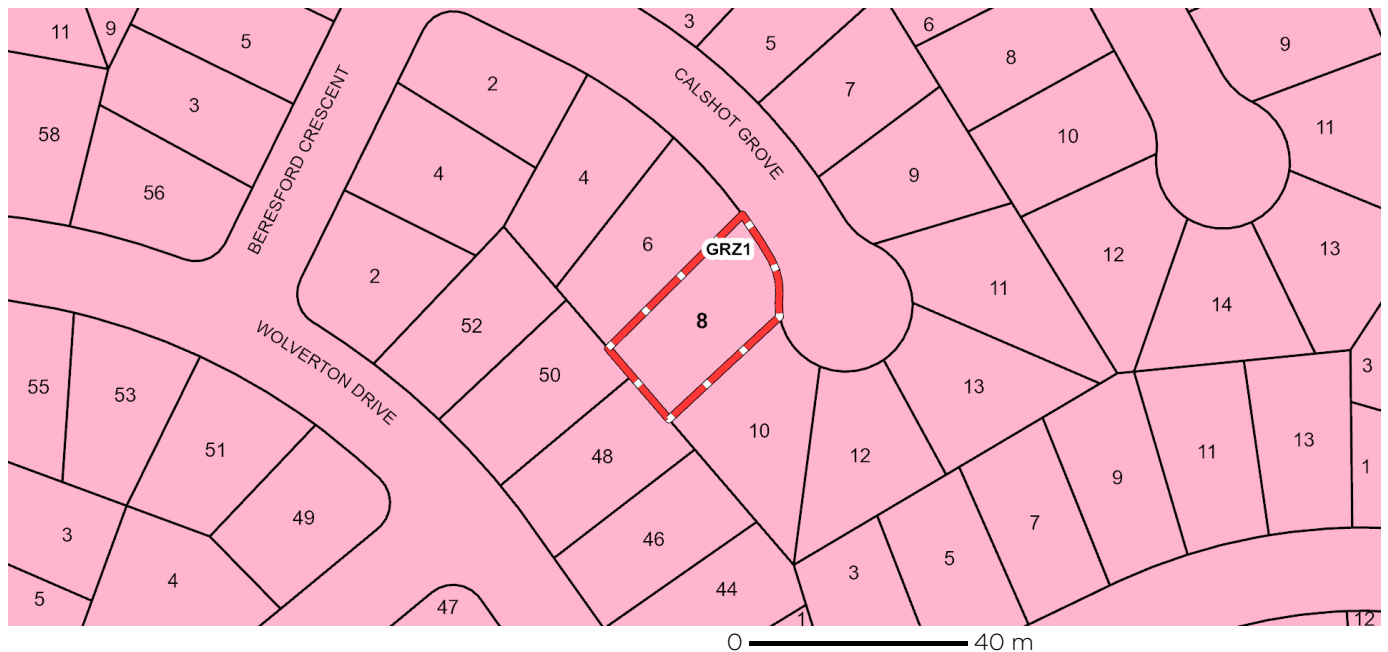
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



**GRZ - General Residential**

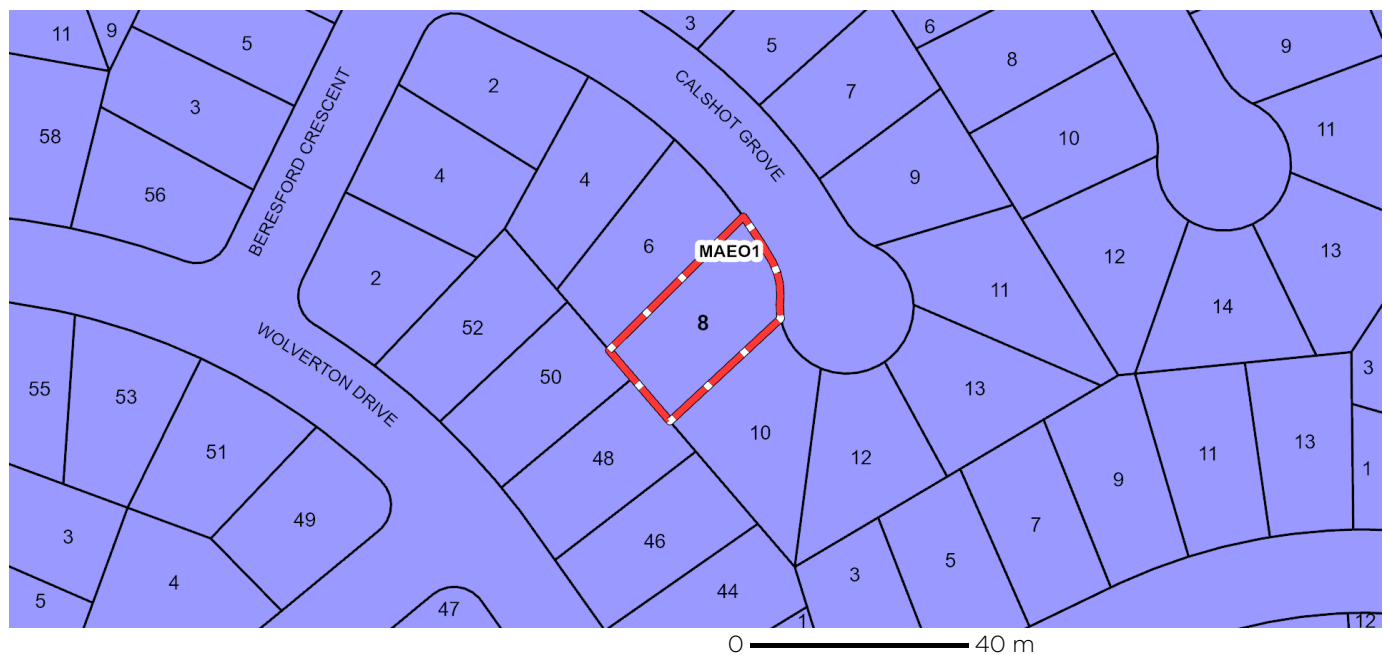
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.



## Planning Overlay

[MELBOURNE AIRPORT ENVIRONS OVERLAY \(MAEO\)](#)

[MELBOURNE AIRPORT ENVIRONS OVERLAY - SCHEDULE 1 \(MAEO1\)](#)



**MAEO - Melbourne Airport Environs Overlay**

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

## Further Planning Information

Planning scheme data last updated on 5 September 2023.

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

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

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

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

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

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

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

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

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

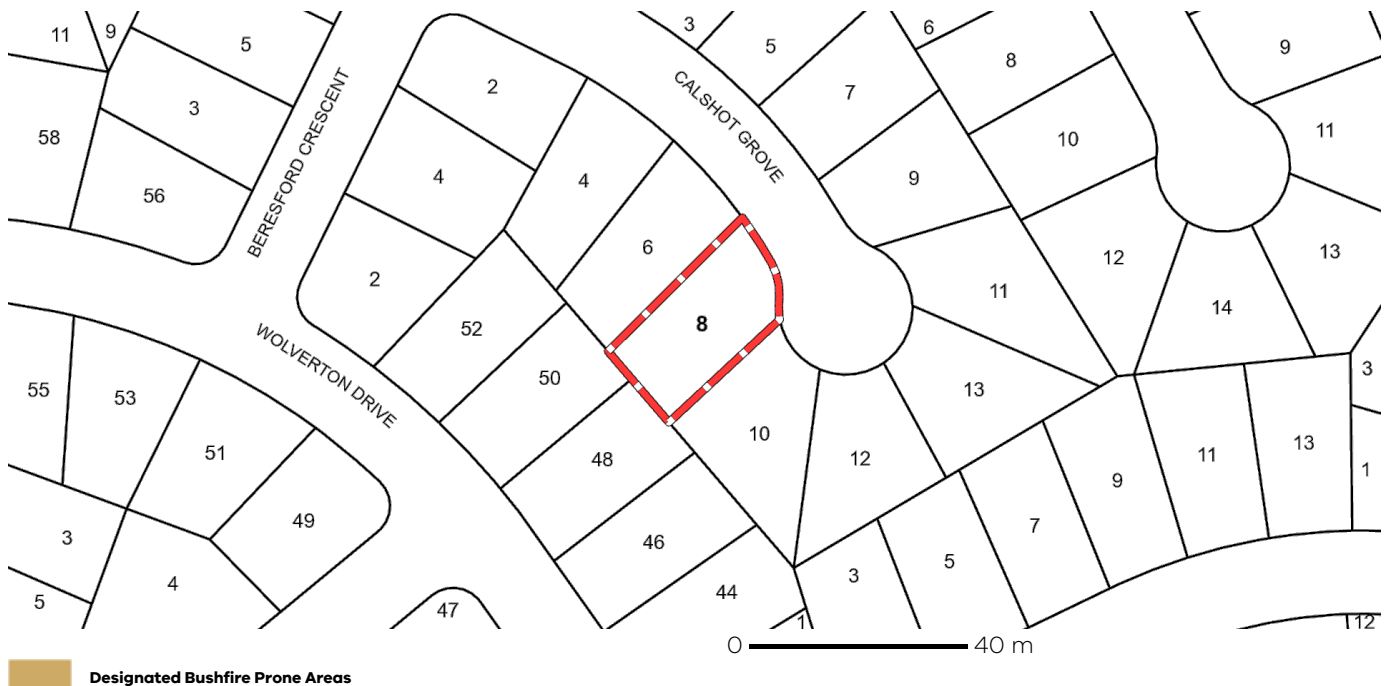
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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