

# WARREN WOOLCOCK

BARRISTER & SOLICITOR  
of the Supreme Court of Victoria

ABN 26 502 215 585

Australian Legal Practitioner under the *Legal Profession Uniform Law (Victoria)*

**Land- 42 PARKER STREET, ANGLESEA 3230**

## CONTRACT OF SALE OF REAL ESTATE

### IMPORTANT WARNING NOTICES TO PURCHASERS

a) **Cooling-off Period (Section 31 *Sale of Land Act* 1962)**

You may end this Contract within three (3) business days of the day that you sign the Contract if none of the exceptions listed below apply to you.

You must either give the Vendor or the Vendor's real estate agent **written Notice** that you are ending the Contract or leave the Notice at the address of the Vendor or the Vendor's estate 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 one hundred dollars (\$100.00) or zero point two per cent (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 Land at or within 3 clear business days **before or after** a publicly advertised auction;
- the Land is used primarily for industrial or commercial purposes;
- the Land is more than 20 hectares in size and is used primarily for farming;
- you and the Vendor previously signed a similar Contract for the same Land in substantially the same terms; or
- you are a real estate agent or a corporate body.

b) **Section 14-255 of Schedule 1 - *Taxation Administration Act* 1953 (Cth)**

The Purchaser and/or Nominee, in the event that a Nominee is appointed, will not be required to make a payment under section 14-250 in relation to the supply. **(NOT APPLICABLE if this Contract relates to Off the Plan sales.)**

### THE CONTRACT BETWEEN THE PARTIES

#### WARNING- THIS IS A LEGALLY BINDING AGREEMENT

**You should read this Contract before signing it**

The Vendor sells and the Purchaser buys the property, being the Land and the Goods, for the Price and on the Conditions set out in this Contract.

**SIGNED BY THE PURCHASER/S:**

Print FULL NAME of person signing

Print FULL NAME of person signing

who sign/s as \*director, \*Attorney under Power of Attorney or \*authorised agent (\*circle if applicable)

on ..... 2024

This offer will lapse unless accepted within ..... clear business days.

**SIGNED BY THE VENDOR:**

.....  
**WILLIAM GILLET SEDGWICK, Director**

.....  
**ALISON LOUISE SEDGWICK, Director**

The **DAY OF SALE** is the date on which the Vendor signs this Contract **after the Purchaser** has signed.

The **DAY OF SALE** is the ..... day of ..... 2024

**PARTICULARS OF SALE**

VENDOR

**WILLALI PTY. LTD.** ACN 066 893 427  
Registered Office- 1582 High Street, Glen Iris 3146 Victoria

VENDOR'S  
LEGAL  
PRACTITIONER

**WARREN WOOLCOCK, Barrister & Solicitor** ABN 26 502 215 585  
of 1582 High Street, Glen Iris 3146 Ref: Mr. Warren Woolcock  
Ph- **9885 8600** Email- [ww@warrenwoolcock.com](mailto:ww@warrenwoolcock.com)

VENDOR'S REAL  
ESTATE AGENT

**GREAT OCEAN ROAD REAL ESTATE**  
of 91 Great Ocean Road, Anglesea 3230 Ref: Karen Stribling  
Ph- **03 5263 2214** Email- [karens@greatoceanroadrealestate.com.au](mailto:karens@greatoceanroadrealestate.com.au)

PURCHASER

.....  
of .....  
ABN / ACN .....

PURCHASER'S  
LEGAL PRACTITIONER  
or CONVEYANCER

.....  
of .....  
Ph- ..... Email- .....

PROPERTY ADDRESS

**42 PARKER STREET, ANGLESEA 3230**

THE LAND

is described in the attached copy **CERTIFICATE OF TITLE Volume 8889 Folio 953** being **LOT 1 on PLAN of SUBDIVISION No. 028266** and includes all improvements and fixtures

GOODS

**All fixed floor coverings, window furnishings, electric light fittings**

PAYMENT Price

\$ \_\_\_\_\_ .00 **THE PRICE INCLUDES GST (if any)**

Deposit

\$ \_\_\_\_\_ .00 **10% by ..... 2024**

Balance

\$ \_\_\_\_\_ .00 **PAYABLE AT SETTLEMENT**

SETTLEMENT

**IS DUE ON ..... 2024**

At settlement the Purchaser is entitled to **VACANT POSSESSION** of the Land. There is no Lease, Deposit Bond, Bank Guarantee, Terms Contract, Building Report or Pest Report applicable to this Land.

SPECIAL CONDITIONS

**This Contract is subject to the SPECIAL CONDITIONS attached.**

LOAN

(Refer to General Condition 20) The following details apply if this Contract is subject to a loan being approved:

**NOTE-**

**NOT APPLICABLE IF PROPERTY SOLD AT AUCTION**

Lender : .....

Loan amount / not more than: \$ \_\_\_\_\_ .00

Approval date: ..... 2024

# **SPECIAL CONDITIONS**

**General Conditions are to be read as being altered  
to the extent of these Special Conditions**

**Purchaser/s to initial each page of SC's to confirm having read them**

## **Special Condition 1- Auction**

If the Land 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 the Schedules to the *Sale of Land Regulations 2005* or any Rules prescribed by regulation which modify or replace those Rules.

## **Special Condition 2- Deposit**

- 2.1 If the Land is sold and the Purchaser tenders a personal cheque or cheque drawn against a company which is not a bank cheque then such cheque must be honoured on its first presentation for payment.
- 2.2 It is a fundamental term of this Contract of Sale that failure by the Purchaser to pay the deposit or to comply with clause 2.1 of this Special Condition then the Purchaser acknowledges the Vendor's right to rescind this Contract of Sale at any time in its absolute discretion and such Contract of Sale shall be terminated immediately upon the Vendor giving written Notice to the Purchaser to that effect.
- 2.3 Termination under clause 2.2 of this Special Condition shall be without prejudice to the Vendor's rights against the Purchaser under this Contract of Sale and any other legal right which may be available to the Vendor, including the right to re sell the Land to any other party.

## **Special Condition 3- Continuing Obligations**

Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but rather shall continue in full force and effect.

## **Special Condition 4- Planning Restrictions**

The Purchaser buys subject to the *Planning and Environment Act 1987* and to all relevant planning controls and restrictions on the use and/or development of the Land imposed by the Planning Scheme for the municipality in which the Land is situated.

## **Special Condition 5- Whole Agreement**

- 5.1 Acknowledgment- The Purchaser acknowledges that:
  - a) this Contract of Sale is the sole repository of the agreement between the parties and that any notice, alteration, concession or allowance must be confirmed in writing between the legal practitioners or conveyancers representing the parties;
  - b) there are no terms, conditions, representations or warranties relating to the sale of the Land which have been relied upon by the Purchaser entering into this Contract except those included in this Contract of Sale;
  - c) the Purchaser has not relied on any information in any brochure, investment report or advertisement about the Land relating to:
    - i) its area or measurements;
    - ii) any description of any improvements, chattels, fixtures or fittings on the Land;
  - d) the Purchaser has relied on his own inspection and inquiries in purchasing the Land and any buildings, fences, plant and equipment, fixtures and fittings (the Installations) sold with the Land.

Purchaser/s to initial. . . . .

- 5.2 No Warranties- The Vendor and the agents of the Vendor have not made any representation nor given any warranty:
- a) about the condition or quality of the Installations, the Land or the services connected or available to it;
  - b) that the Land is suitable for any purpose which the Purchaser may have indicated as his intention to pursue;
  - c) that any permit of any nature has been obtained or is available from any authority;
  - d) that any other land is available for acquisition (unless otherwise indicated in this Contact of Sale).

**Special Condition 6- Nominee Guarantee**

If the Purchaser is a company other than a public company and/or if the Purchaser nominates a substitute Purchaser which is a company other than a public company the Purchaser undertakes and agrees that it shall procure the Guarantee of the directors of the substitute Purchaser in the form annexed hereto to the performance of the obligations incurred by the Purchaser pursuant to this Contract of Sale within fourteen (14) days of the date of this Contract or of its nomination of the substitute Purchaser.

**Special Condition 7- Vendor Losses and Expenses**

The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event that the Purchaser fails to complete this Contract or comply with its Terms and Conditions by the due date(s), the Vendor will or may suffer the following losses or expenses which the Purchaser would be required to pay upon demand, in addition to the interest chargeable on the balance of purchase moneys, in accordance with the terms of the Contract:

- 7.1 the cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- 7.2 interest payable by the Vendor under any existing Mortgage over the Land calculated from the due date for Settlement;
- 7.3 accommodation, additional removal and/or storage expenses necessarily incurred by the Vendor;
- 7.4 legal costs and expenses as between solicitor and own client on an indemnity basis;
- 7.5 penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

**Special Condition 8- State Revenue Assessment**

- 8.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which the Purchasers are buying the Land ("the Proportions");
- 8.2 If the Proportions recorded in the Transfer of Land 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;

Purchaser/s to initial. ....

- 8.3 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 of Land differing from those in the Contract;
- 8.4 Land Tax adjustment- the parties acknowledge that in the event that Settlement falls in a new year from the year of this Contract then new or additional Land Tax may be incurred and shall be adjusted as between the parties (refer to GC 23);
- 8.5 This Special Condition will not merge on completion.

**Special Condition 9- Acknowledgment of Property Condition**

- 9.1 The Purchaser acknowledges that he has inspected the Land and purchases the Land in its state of repair and condition (including but not limited to any deficiency which may require reinstatement or replacement or removal of asbestos or other hazardous material) as at the Day of Sale and the Purchaser shall not make any objection, requisition or claim any compensation by reason of such condition or state of repair (including but not limited to any deficiency which may require reinstatement or replacement) of the Land.
- 9.2 The Land is sold as it stands in every respect subject to any defect, whether latent or patent, and the Vendor shall not be bound by any advertisement or representation made or given by any agent at any time and the terms of this Contract shall represent the sole terms of the Agreement between the parties.

**Special Condition 10- Stakeholding**

Add to GC 14, after GC 14.3(c):

- '14.3 d) The Purchaser must authorise the release of the Deposit to the Vendor in writing if all Conditions of the *Sale of Land Act* 1962 enuring for the benefit of the Purchaser have been reasonably satisfied. If the Purchaser is not so satisfied then the Purchaser must give written notice of objection within twenty eight (28) days of the date of delivery of the Section 27 Certificate (the "said Objection") specifying such Condition(s); and
  - i) that the said Condition(s) are fundamental to the sale herein; and
  - ii) the Condition(s) relates to the release of the Deposit being an unreasonable financial risk to the Purchaser if that Purchaser had lodged a Caveat over the Land; and
  - iii) the said Objection ought properly be satisfied before the Deposit is released and to do otherwise would be an unreasonable financial risk to the Purchaser;
- e) PROVIDED THAT the Purchaser indemnifies the Vendor against any costs, loss or damages in the event that:
  - i) the said Objection is without proper legal foundation; or
  - ii) the Purchaser has otherwise failed to comply with all elements of this Stakeholding Condition.'

**Special Condition 11- Default Interest**

Interest at a rate of four per cent (4%) 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 (including any Deposit money that is required to be released to the Vendor under the Stakeholding Condition) under the Contract to the Vendor during the period of default, without affecting any other rights of the offended party.

Purchaser/s to initial. ....

**Special Condition 12- Default Notice**

- 12.1 A party is not entitled to exercise any rights arising from the other party’s default, other than the right to receive interest and the right to sue for money owing, until the other party is served and fails to comply with a written Default Notice.
  
- 12.2 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 fourteen (14 days) of service of the Notice-
    - i) the default is remedied; and
    - ii) if the default is by the Purchaser, any reasonably foreseeable loss incurred as a result of the default and any interest payable are paid (“the default loss”).

**Special Condition 13- Default Not Remedied**

- 13.1 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 default loss is not paid.
  
- 13.2 The Contract immediately ends if:
  - a) the Default Notice also states that unless the default is remedied and the default loss is paid, the Contract will be ended in accordance with this General Condition; and
  - b) the default is not remedied and the default loss is not paid by the end of the period of the Default Notice.
  
- 13.3 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;
  - b) the Purchaser may also recover any reasonable loss otherwise recoverable.
  
- 13.4 If the Contract ends by a Default Notice given by the Vendor:
  - a) the Deposit or an amount up to ten per cent (10%) of the Price is forfeited to the Vendor as the Vendor’s absolute property, whether the Deposit or ten per cent (10%) of the Price has been paid or not; and
  - b) the Vendor is entitled to possession of the Land; and
  - c) in addition to any other remedy, the Vendor may within eighteen (18) months of the Contract ending either:
    - i) retain the Land and sue for damages for breach of Contract; or
    - ii) resell the Land 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, including the default loss, 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.
  
- 13.5 The ending of the Contract does not affect the rights of the offended party as a consequence of the default.

Purchaser/s to initial. ....

**Special Condition 14- Deletion**

The following General Conditions are deleted and do not apply to this Contract of Sale- General Condition 9, 15, 16, 31.4, 31.5, and 31.6.

**Special Condition 15- Further Assurances**

The Vendor and the Purchaser must sign any documents and do anything else reasonably necessary to give effect to the terms of this Contract of Sale.

**Special Condition 16- State Taxation Acts and Other Acts Amendment Bill 2023 (“Bill”)**

16.1 The Bill prohibits a Vendor from recovering the Windfall Gains Tax and adjusting Land Tax in circumstances (as set out in the Bill) for Contracts of Sale of Land entered into on and from 1 January 2024.

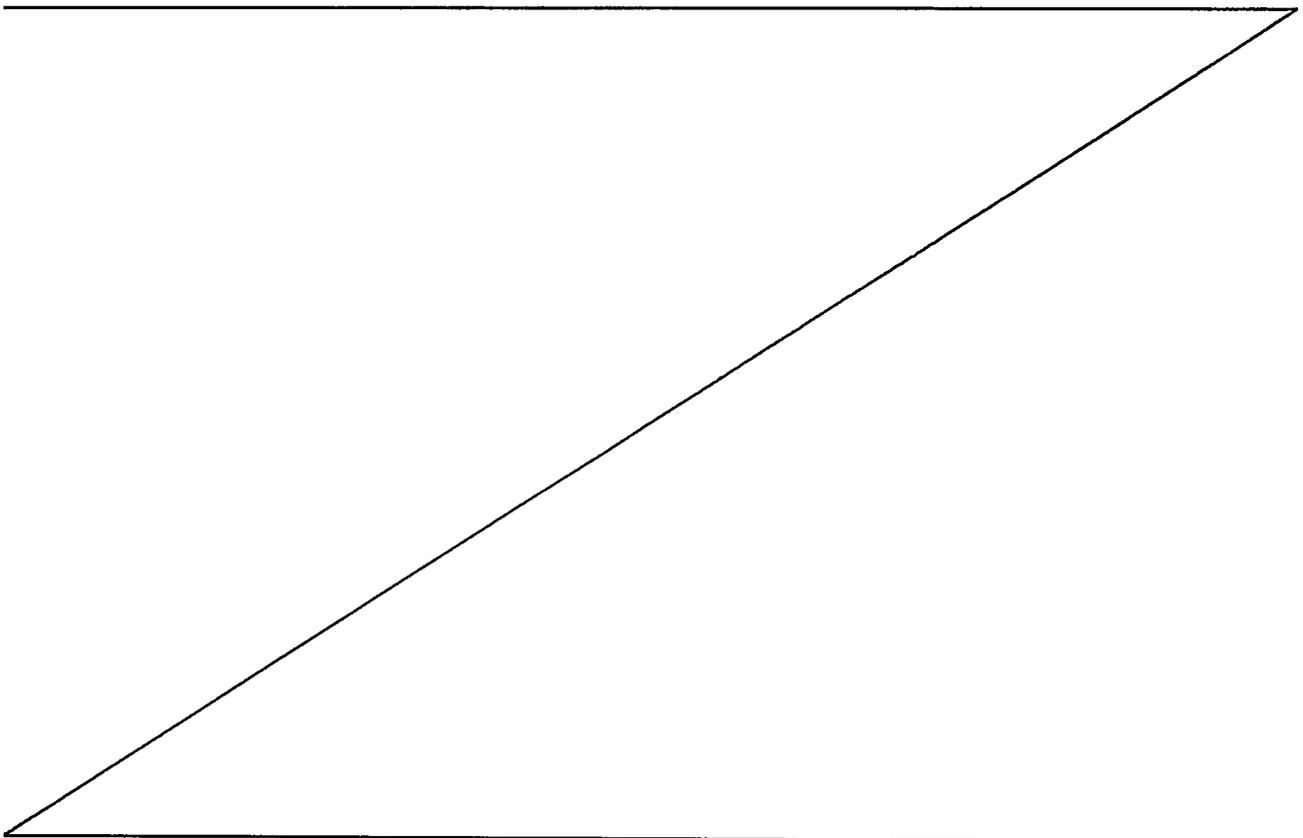
16.2 For the purposes of General Condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the *Sale of Land Act* 1962 applies. General Condition 28 does not apply to any amounts to which sections 10G or 10H of the *Sale of Land Act* 1962 applies.

**Special Condition 17- Electronic Signatures**

Refer to GC 1, 1.1 to 1.6

The Purchaser/s who sign this Contract of Sale using an “electronic signature” acknowledge that communications from the Purchaser’s conveyancer or representative shall be deemed to mean that any “electronic signature” purportedly by the Purchaser/s to this Contract of Sale has been verified as that of the Purchaser/s or the person/s named, as the case may be.

Purchaser/s to initial. ....



# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

### 14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

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

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

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

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

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

## 16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

## 25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

# Default

## 33. INTEREST

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

## 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

## 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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**\* 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:
  - a) 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.
  - b) A copy of all relevant documents.
  - c) 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 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 one hundred dollars (\$100.00) for each referring legal practitioner must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right -
  - a) to call for further and better particulars in order to make a decision.
  - b) 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 (7) 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, telephone (03) 9607 9522.*



**VENDOR / SUPPLIER GST WITHHOLDING NOTICE**

**Pursuant to Section 14-255 Schedule 1  
*Taxation Administration Act 1953 (Cth)***

To the Purchaser: .....

Property Address: **42 PARKER STREET, ANGLESEA 3230**

The Purchaser / Recipient is not required to make any payment under Section 14-255 Schedule 1 *Taxation Administration Act 1953 (Cth)* in relation to the above Property.

From the Vendor / Supplier: **WILLALI PTY. LTD. ACN 066 893 427**

Dated: ..... 2024

Signed by or on behalf of the Vendor / Supplier:

.....  
**WILLIAM GILLET SEDGWICK, Director**

.....  
**ALISON LOUISE SEDGWICK, Director**

**VENDOR'S STATEMENT TO THE PURCHASER  
OF REAL ESTATE PURSUANT TO  
SECTION 32 OF THE SALE OF LAND ACT 1962**

**VENDOR-**                    **WILLALI PTY. LTD.** ACN 066 893 427  
Registered Office- 1582 High Street, Glen Iris 3146 Victoria

**LAND-**                     **42 PARKER STREET, ANGLESEA 3230**  
**CERTIFICATE OF TITLE Volume 8889 Folio 953**

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**IMPORTANT NOTICE TO PURCHASERS**

The Vendor makes this Statement in respect of the Land in accordance with section 32 of the *Sale of Land Act 1962*. This Statement must be signed by the Vendor and given to the Purchaser **BEFORE** the Purchaser signs the Contract of Sale.

The Purchaser acknowledges being given this Statement signed by the Vendor with the attached documents **BEFORE** the Purchaser signed any Contract of Sale.

The Due Diligence Checklist **IS ATTACHED** to this Vendor's Statement.

See <http://consumer.vic.gov.au/duediligencechecklist>

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**1. FINANCIAL MATTERS (32 A)**

Information concerning any rates, taxes, charges or other similar outgoings **AND** any interest payable on any part of them for the current relevant rateable year is contained in the **ATTACHED** Certificates.

The Contract of Sale provides that at settlement the rates will be adjusted between the parties with each party paying their proportion of rates or other outgoings according to their occupancy of the Land. New rates may be struck each year.

**2. INSURANCE (32 B)**

The Contract of Sale does **NOT** provide that the Land does not remain at the risk of the Vendor until the Purchaser becomes entitled to possession.

The Purchaser should consider arranging his own insurance(s) of the Land after signing any Contract of Sale.

Where there is a residence on the Land which was constructed within the preceding six (6) years, and Section 137B of the Building Act 1993 applies, particulars of the required insurance are as follows:

**NOT APPLICABLE**

**3. LAND USE (32 C)**

Information concerning any easement, covenant or similar restriction affecting the Land (whether registered or unregistered) **IS ATTACHED** together with any tenancy agreement (if applicable).

There are no existing failures to comply with the terms of such easement, covenant and/or restriction to the Vendor's knowledge.

**VENDOR'S STATEMENT** continued

The Vendor has **NOT** received any notice(s) from any statutory authority as to non-compliance. The Vendor is only able to provide details which they have directly obtained themselves from any statutory authority of any construction of any buildings during the time the Vendor has been the registered proprietor of the Land.

The Land **IS** within a designated bush fire prone area within the meaning of Section 192A of the *Building Act* 1993.

There **IS** access to the Land by road.

Planning information is contained in the **ATTACHED** certificate.

4. **NOTICES (32 D)**

To the Vendor's knowledge there is no notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the Land of which the Vendor might reasonably be expected to have knowledge, however the Vendor has no means of knowing all decisions of government and other authorities unless such decisions have been communicated to the Vendor.

5. **BUILDING PERMITS (32 E)**

**NO** Building Permit was issued under the *Building Act* 1993 during the past seven (7) years.

6. **OWNERS CORPORATION (32 F)**

The Land is **NOT** affected by an Owners Corporation within the meaning of the *Owners Corporation Act* 2006.

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC) (32 G)**

There is **NO** notice or certificate.

8. **SERVICES (32 H)**

The services below marked with an 'X' are **NOT** connected to the Land:

Electricity . . . . . Gas .. X .. Water . . . . . Sewerage . . . . . Telephone . . . . .

The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement and the Purchaser will need to reconnect to the service.

9. **TITLE (32 I)**

**ATTACHED** are the following documents concerning Title:

A copy of the Register Search Statement and the documents, or part of the documents, referred to as the diagram location in the Register Search Statement/s that identifies the Land and its location including any Plan of Subdivision and a copy of any Covenant/s which affect the Land.

**VENDOR'S STATEMENT** continued

**10. ACKNOWLEDGEMENT BY VENDOR**

The Vendor/s hereby confirm that they have read this Section 32 Statement and approve all details including services connected to the Land, building approvals, owner builder works, construction over easements and notices issued in relation to the Land.

**DATE OF THIS STATEMENT-** ..... 2024

**SIGNATURE OF THE VENDOR-** .....

**WILLIAM GILLET SEDGWICK**  
Director **WILLALI PTY. LTD.**  
of 38 Parker Street, Anglesea 3230

.....  
**ALISON LOUISE SEDGWICK**  
Director **WILLALI PTY. LTD.**  
of 38 Parker Street, Anglesea 3230

**11. ACKNOWLEDGEMENT BY THE PURCHASER(S)**

The Purchaser/s acknowledge having been provided with a prescribed Due Diligence Checklist as published by Consumer Affairs Victoria before the Purchaser signed any Contract of Sale.

The Purchaser/s acknowledge being given a duplicate of this Vendor's Statement signed by the Vendor/s before the Purchaser signed any Contract.

**DATE OF THIS ACKNOWLEDGMENT-** ..... 2024

**SIGNATURE(S) OF THE PURCHASER(S)-** .....

(print full name) .....

(print full name) .....

# **DUE DILIGENCE CHECKLIST**

## **CONSUMER AFFAIRS VICTORIA**

### **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 using the **Due diligence checklist page on the Consumer Affairs Victoria website ([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 attract 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:

- a) 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.
- b) Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- c) 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 Licenses associated with the land?

## DUE DILIGENCE CHECKLIST continued

### **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 documents 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 Title to the property which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 Vendor 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.

## DUE DILIGENCE CHECKLIST continued

### **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 works are 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 is 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.

### **Buyer's (Purchaser's) Rights**

#### **Do you know your rights when buying a property?**

The Contract of Sale and section 32 Vendor 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 Contract 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 purchase. 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 purchaser, you have rights.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1027498

## APPLICANT'S NAME & ADDRESS

WARREN WOOLCOCK C/- LANDATA  
MELBOURNE

## VENDOR

WILLALI PTY LTD

## PURCHASER

ADVISED, TO BE

## REFERENCE

Willali April

This certificate is issued for:

LOT 1 PLAN LP28266 ALSO KNOWN AS 42 PARKER STREET ANGLESEA  
SURF COAST SHIRE

The land is covered by the:

SURF COAST PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 19
- and a NEIGHBOURHOOD CHARACTER OVERLAY - SCHEDULE 3
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/surfcoast>

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

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

02 May 2024

**Sonya Kilkenny**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

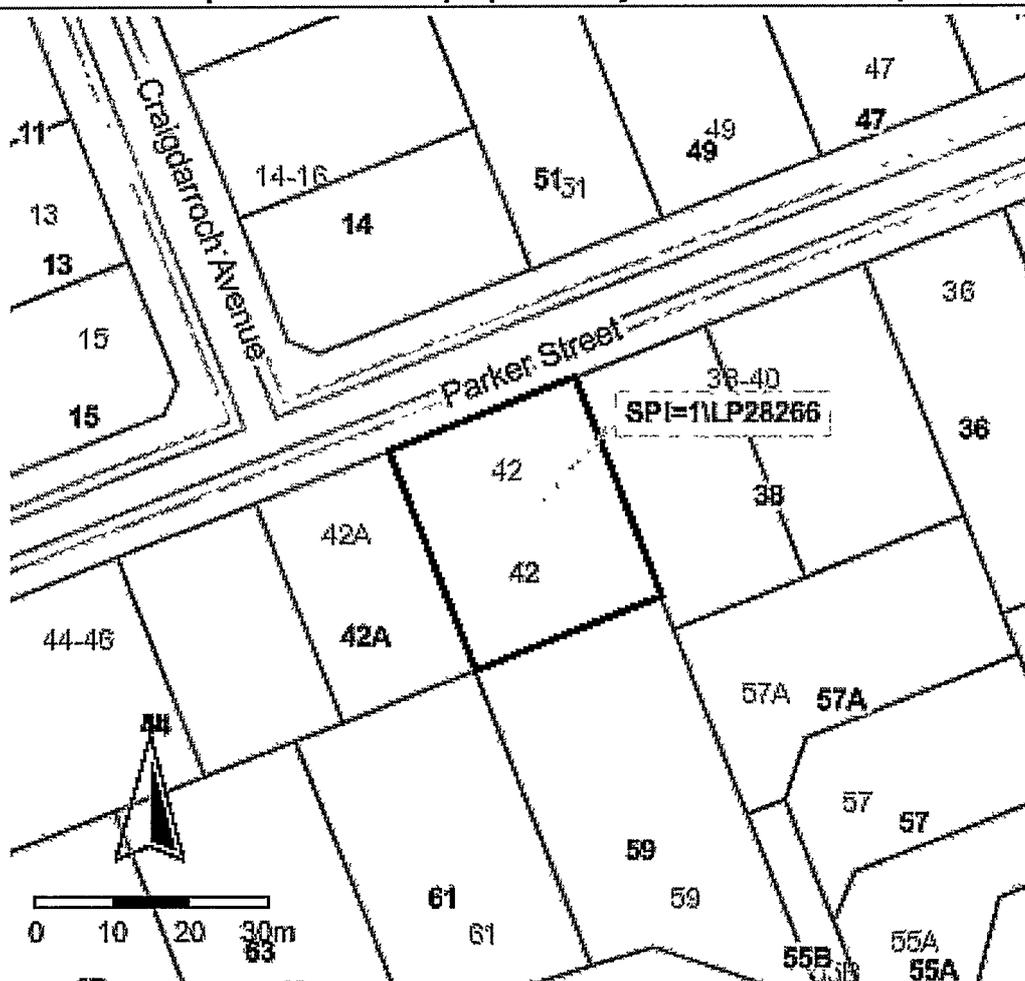
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.a](http://maps.land.vic.gov.a)

#### Choose the authoritative Planning Certificate

##### *Why rely on anything less?*

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

#### Privacy Statement

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





## LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

**Assessment Number:** 39550  
**Certificate Number:** 36556  
**Issue Date:** 02/05/2024

**Property Location:** 42 Parker Street ANGLESEA 3230

**Legal Description:** LOT: 1 LP: 28266

**Capital Improved Value:** \$1,560,000  
**Site Value:** \$1,490,000  
**Net Annual Value:** \$78,000

The level of values date is 1 January 2023 and became operative for rating purposes on 1 July 2023.

### RATES CHARGES AND OTHER MONIES:

#### Rates, Charges & Levies (for period 1 July 2023 to 30 June 2024)

Rates General	\$2,102.10
Municipal Charge	\$225.00
Garbage Urban	\$491.00
Residential FSPL Fixed Charge	\$125.00
Residential FSPL Variable Charge	\$71.76
Arrears to 30/06/2023:	\$0.00
Interest to 02/05/2024:	\$0.00
Adjustments:	\$0.00
Less Pensioner Rebates:	\$0.00
Payments/Adjustments Made:	-\$2,261.86
<b>Balance of rates and charges owed:</b>	<b><u>\$753.00</u></b>

#### Additional Monies Owed:

**Debtor Balance Owing**

**Special Rates and Charges:**

nil

nil

**Total rates and charges/additional monies owed:**

**\$753.00\***

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land, which is due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

**\*Please call (03) 5261 0600 to confirm the outstanding balance prior to making any payments to avoid under/over payments.**

Rate instalments are due 30 September 2023, 30 November 2023, 28 February 2024 and 31 May 2024.

## MISCELLANEOUS INFORMATION

### Fire Services Property Levy (FSPL)

The Fire Services Property Levy is a property-based levy removed from insurance premiums from 1 July 2013 and will be collected with Council rates. All funds collected go to the Victorian State Government to support fire services. For more information refer to [www.firelevy.vic.gov.au](http://www.firelevy.vic.gov.au).

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## IMPORTANT INFORMATION

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council and specified flood level by the Council (if any).

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

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A verbal update of information included in this Certificate will be provided for up to two (2) months after date of issue but Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

For settlement purposes after two (2) months a new Certificate must be applied for.

Please note the payments are subject to clearance of any cheque.

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Telephone & Internet Payment Option – BPAY®

**Billers Code:** 34199  
**Reference Number:** 395502

Make this payment via internet or phone banking from your cheque or savings account. Quote the **Billers Code** and **Reference Number** indicated above.

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A handwritten signature in black ink, appearing to read 'M. R. Rennie', is written over a horizontal line.

COORDINATOR REVENUE

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Your Reference: 72683136 016 7

Landata  
PO Box 500  
EAST MELBOURNE VIC 8002

## Information Statement Part A

In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part B)

**INSTALLATION NUMBER:** 17762299      **APPLICATION NUMBER:** 465431      **DATE:** 02/05/2024  
**PROPERTY ADDRESS:** 42 PARKER ST, ANGLESEA, VIC 3230  
**YOUR REFERENCE:** Willali April  
**OWNER:** WILLALI PTY LTD  
**COMMENTS:** Comments

The following service charges are applicable for the abovenamed property for the period 01/04/2024 to 30/06/2024. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Sewerage Service Charge	154.92	0.00	154.92
Water Service Charge	35.81	0.00	35.81
<b>Total Service Charge</b>	<b>\$ 190.73</b>	<b>0.00</b>	<b>190.73</b>

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

### Charges Due & Payable

	Value	GST	Price
Sewerage Service Charge	154.92	0.00	154.92
Water Service Charge	35.81	0.00	35.81
Water Volume charged to tenant	0.00	0.00	0.00
<b>TOTAL DUE</b>	<b>\$ 190.73</b>	<b>0.00</b>	<b>190.73</b>

### Important Information

Due date for Billed Service and Volume Charges 01/05/2024

Our records show that a tenant is currently residing at this property, and responsible to pay the water volume charge. To assist in ensuring that accounts are issued correctly, would you please complete the attached letter, and return to us at your earliest convenience, advising whether that tenant will continue to occupy the property after settlement.

**\* PLEASE NOTE: Special Meter Readings may not be required for residential properties that are currently tenanted by a long term tenant, i.e. where the tenant has occupied the property for more than the last three months.**

The water meter for this property was last read on 02/04/2024. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

**\* PLEASE NOTE:** *Verbal confirmation will not be given after 01/07/2024. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 01/07/2024 and a fee will be payable.*

*If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.*

Manager Customer Centre

**Our Ref: 465431**  
**Your Ref: Willali April**

**02/05/2024**

Barwon Region Water Corporation,  
PO Box 659,  
GEELONG VIC 3220

Dear Sir/Madam,

**Re: 17762299 42 PARKER ST, ANGLESEA, VIC 3230**

It has been noted from the Information Statement the water volume has been charged to

**A Sedgwick**

the person recorded as the tenant occupying the abovenamed property and as such is liable for payment. This charge is not the responsibility of the owner of the property.

Please complete the applicable details and email to [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au) or call 1300 656 007.

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1. I wish to advise that the tenant will continue to occupy the property after settlement, and that future water volume accounts should be issued to the tenant.

or

2. I wish to advise that the tenant will not occupy the property after settlement has been finalised.

Date of vacation: \_\_\_\_\_

Forwarding address: \_\_\_\_\_

or telephone contact details: \_\_\_\_\_

or

3. The name of the tenant shown above is not correct, and your records should be amended to show

Name of Tenant: \_\_\_\_\_

Date of Occupation: \_\_\_\_\_

Yours faithfully

Date: \_\_\_\_\_

## *Information Statement Part B*

*In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part A)*

02-05-2024

Warren Woolcock C/- LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

Property: 42 PARKER STREET ANGLESEA 3230

I refer to your application received at this office on 02/05/2024. I wish to advise encumbrances which may not be shown on Certificate of Title presently exist in respect of the above property, and are set out below.

Encumbrances: A sewer main vested in Barwon Water is laid as per attached copy of plan.

The plan shows the location of sewers vested in Barwon Water. This information has been obtained from plans kept by Barwon Water for its own purposes. The plans may show the position of such underground water and sewerage services and other structures and equipment relative to fences, buildings, levels, and the like as these existed at the time such plant was installed. The plans have not necessarily been amended to take account of any subsequent change in any matter. Barwon Water does not warrant or hold out that the plans show more than the presence or absence of the services and will accept no liability arising from use of the information shown on the plans.

No Notices served in respect of the property at present remain outstanding, relative to the connection of water supply and/or sewerage services.

It should be noted the erection of any building, wall, bridge, fence, or other structure over, under, or within one metre laterally of any sewer vested in Barwon Water is prohibited by the Water Act 1989, unless the written consent of Barwon Water is first obtained.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

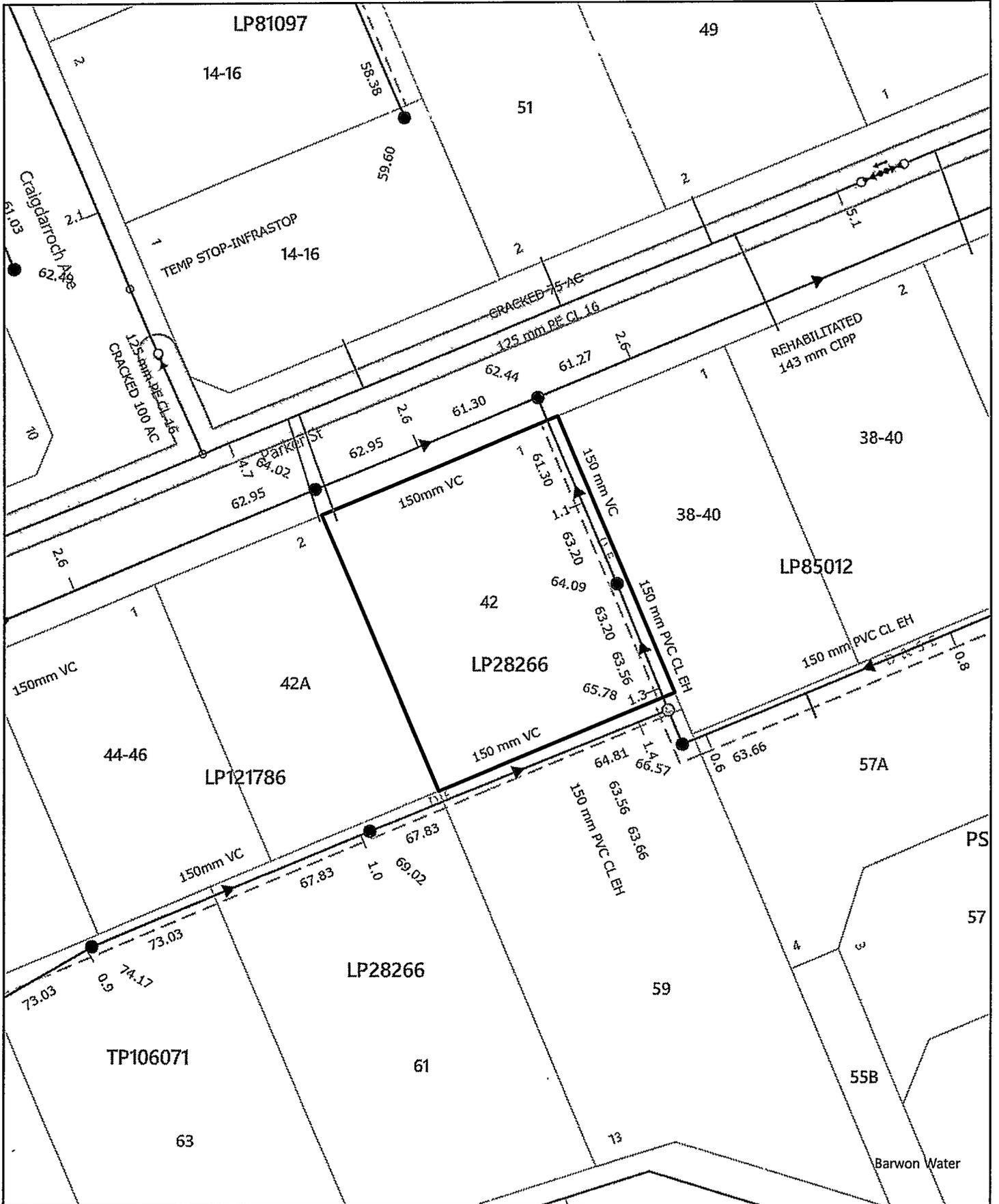
**Our Ref:** EC465431

**Your Ref:** Willali April

**Agent Ref:** 72683136-027-3

Yours faithfully.

Manager Customer Centre



## 42 PARKER ST ANGLESEA

Scale: 1:500

Created: 2/05/2024

### Legend

- Gravity Sewer
- Pressure Sewer
- Portable Water
- Recycled Water



DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.

# Property Clearance Certificate

## Land Tax



WARREN WOOLCOCK

**Your Reference:** LD:72683136-013-6.WILLALI A  
**Certificate No:** 75843718  
**Issue Date:** 02 MAY 2024  
**Enquiries:** ESYSPROD

**Land Address:** 42 PARKER STREET ANGLESEA VIC 3230

Land Id	Lot	Plan	Volume	Folio	Tax Payable
23306710	1	28266	8889	953	\$10,807.88

**Vendor:** WILLALI PTY LTD  
**Purchaser:** TO BE ADVISED

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
WILLALI FAMILY TRUST	2024	\$1,490,000	\$14,410.50	\$0.00	\$10,807.88

**Comments:** Land Tax of \$14,410.50 has been assessed for 2024, an amount of \$3,602.62 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,560,000
SITE VALUE:	\$1,490,000
<b>CURRENT LAND TAX CHARGE:</b>	<b>\$10,807.88</b>

# Notes to Certificate - Land Tax

Certificate No: 75843718

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## Power to Issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General Information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$9,060.00

Taxable Value = \$1,490,000

Calculated as \$4,650 plus ( \$1,490,000 - \$1,000,000 ) multiplied by 0.900 cents.

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## Land Tax - Payment Options

<b>BPAY</b> 	Billier Code: 5249 Ref: 75843718
<b>Telephone &amp; Internet Banking - BPAY®</b> Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
<a href="http://www.bpay.com.au">www.bpay.com.au</a>	

<b>CARD</b> 	Ref: 75843718
<b>Visa or Mastercard</b> Pay via our website or phone 13 21 61. A card payment fee applies.	
<a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>	

# Property Clearance Certificate

## Windfall Gains Tax



WARREN WOOLCOCK

**Your** LD:72683136-013-6.WILLALI  
**Reference:** APRI  
**Certificate No:** 75843718  
**Issue Date:** 02 MAY 2024

**Land Address:** 42 PARKER STREET ANGLESEA VIC 3230

Lot	Plan	Volume	Folio
1	28266	8889	953

**Vendor:** WILLALI PTY LTD

**Purchaser:** TO BE ADVISED

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

**Comments:** No windfall gains tax liability identified.

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

**Paul Broderick**  
Commissioner of State Revenue

<b>CURRENT WINDFALL GAINS TAX CHARGE:</b> \$0.00
---

# Notes to Certificate - Windfall Gains Tax

Certificate No: 75843718

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Biller Code: 416073 Ref: 75843714</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 75843714</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Warren Woolcock  
1582 High STREET  
GLEN IRIS 3146

Client Reference: Willali April

NO PROPOSALS. As at the 2th May 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

42 PARKER STREET, ANGLESEA 3230  
SURF COAST SHIRE

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 2th May 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 72683136 - 72683136111301 'Willali April'



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 1 of 1

VOLUME 08889 FOLIO 953

Security no : 124114622833S  
Produced 02/05/2024 11:20 AM

**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 028266.  
PARENT TITLE Volume 01824 Folio 698  
Created by instrument E104688 16/07/1971

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
WILLALI PTY LTD of 1582 HIGH ST GLEN IRIS 3146  
T556675D 15/02/1995

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE T556676A 15/02/1995  
IOOF BUILDING SOCIETY LTD

MORTGAGE X161762H 17/11/2000  
BENDIGO BANK LTD

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

**DIAGRAM LOCATION**

SEE LP028266 FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 42 PARKER STREET ANGLESEA VIC 3230

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY  
Effective from 21/07/2017

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>LP028266</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>02/05/2024 11:20</b>

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LP 28266

PLAN OF SUBDIVISION



SYLP028266-1-7

PART OF CROWN ALLOTMENT 13

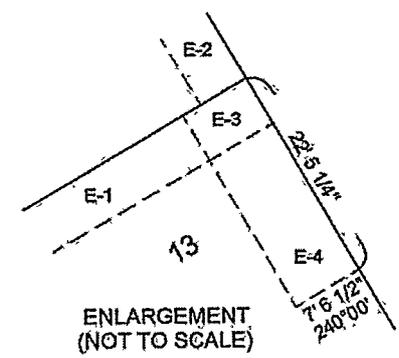
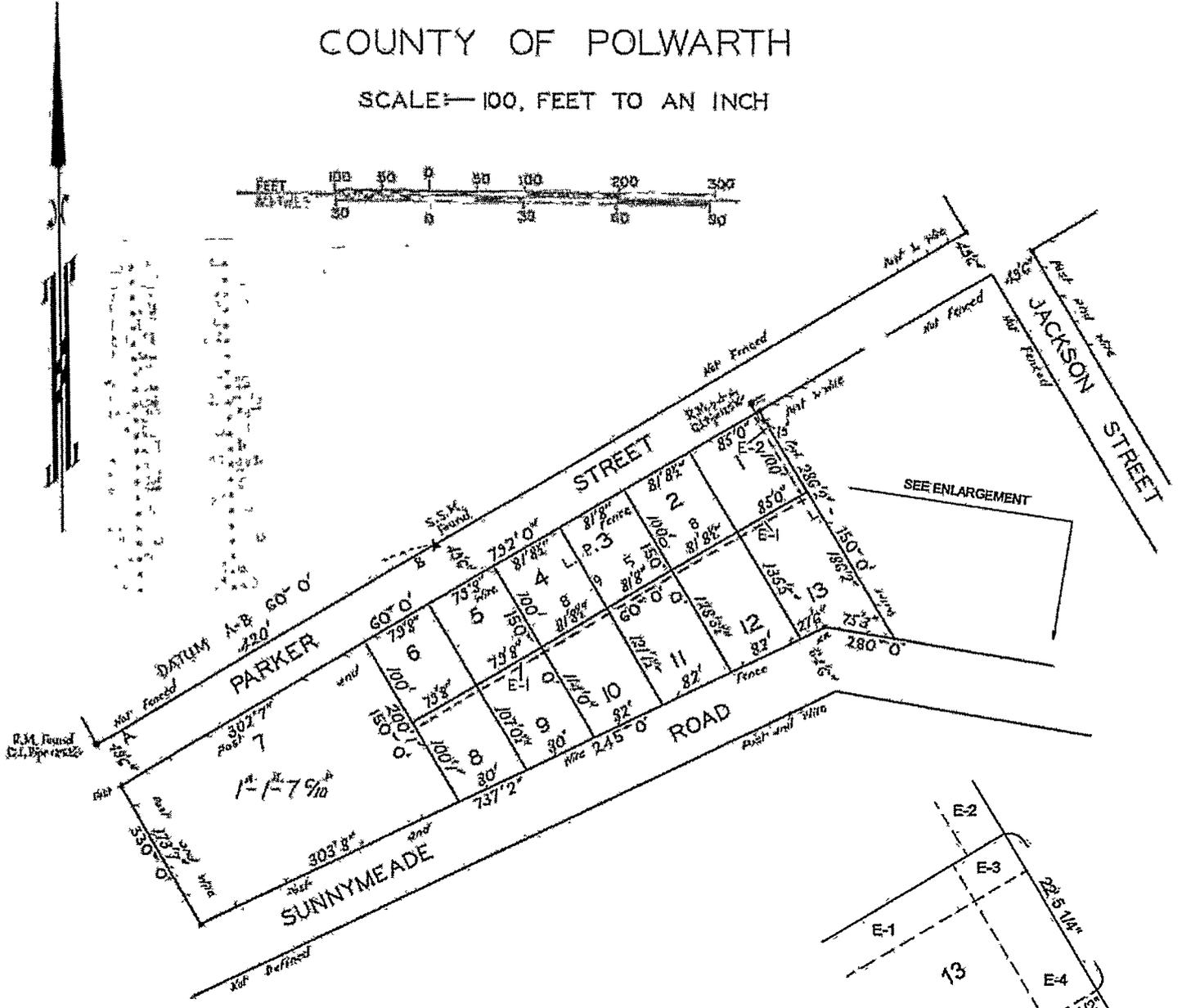
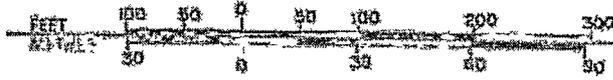
LP 28266

PARISH OF ANGAHOOK

EDITION 2

COUNTY OF POLWARTH

SCALE:—100, FEET TO AN INCH



LP 28266

SHEET 1 OF 3 SHEETS - 57/271

FOR APPROPRIATIONS ETC. SEE BACK HEREOF

LP 28266

SUBDIVISIONAL  
CERTIFICATE OF TITLE V. 1824 F. 1822

FOR TITLE REFERENCES TO LOTS  
SEE PARCELS INDEX

LODGED BY WHITE, JUST & MOORE

DEALING No. 5328268 DATE 10/10/53

DECLARED BY A. C. THOMAS

ON 27/1/53

COUNCIL            COURT            RULING           

DATE OF CONSENT 1/10/53

PLAN MAY BE LODGED 10/7/54

PLAN APPROVED, DATE            /            /            TIME            a.m.  
p.m.

THE PLAN IS TO BE REGISTERED IN BLUE  
AND TO BE REGISTERED IN BLUE  
THE PLAN IS TO BE REGISTERED IN BLUE  
DRAINAGE

THIS IS THE BACK OF LP 28266

PHOTOGRAPHED AT CENTRAL PLAN OFFICE

SIZE 1/2 plate DATE 20/6/55

COLOURED ml CHECKED [Signature]

POSTED ml CHECKED [Signature]  
DATE





**42 PARKER STREET, ANGLESEA 3230**

- PROPERTY -

**WILLALI PTY. LTD. ACN 066 893 427**

- VENDOR -

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**CONTRACT OF SALE OF REAL ESTATE**

- AND -

**VENDOR STATEMENT**

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**WARREN WOOLCOCK**

Barrister & Solicitor

ABN 26 502 215 585

1582 High Street

Glen Iris 3146 Victoria

Telephone: **9885 8600**

Email: **[ww@warrenwoolcock.com](mailto:ww@warrenwoolcock.com)**