

**Davis
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L A W Y E R S

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**CONTRACT OF SALE
OF REAL ESTATE**

**18 KIPPING RISE
SOUTH MORANG. VIC. 3752**

Schedule 1

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

1. The auctioneer may make one or more bids on behalf of the Vendor of the Land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the Property from sale at any time.
5. The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the Property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the Property and the Property is passed in below that reserve price, the Vendor will first negotiate with the highest bidder for the purchase of the Property.
8. The auctioneer of land at a public auction must, if asked to do so by a person attending the auction, indicate the person who made a bid before taking another bid.

Additional Rules

9. From the time the Property is knocked down to a bidder (“Purchaser”) then:
 - (a) even though the Vendor and the Purchaser have not yet signed a contract; and
 - (b) in consideration of the auctioneer ceasing to accept bids for any period and as an act of part performance.

there is a binding contract between the Vendor and the Purchaser on the terms of the contract and these auction rules and at the Price of the final bid (“Contract”).

After the Property is knocked down

10. At the time the Property is knocked down, the Purchaser must pay the Deposit to the Vendor’s Agent and sign the Contract.
11. If, within 15 minutes after the Property is knocked down, the Purchaser fails to pay the Deposit or to sign the Contract, the Vendor or the auctioneer may, at any time:
 - (a) end the Contract by notice to the Purchaser, which notice, despite any other term in the Contract, has immediate effect and is not required to be in writing; and
 - (b) sell the Property to another person upon whatever terms the Vendor thinks fit,and the Purchaser has no right of action against the Vendor or the auctioneer.
12. General condition 8 and (except for the reference to time being of the essence of the Contract), condition 5 of the Statutory Conditions do not apply until the Purchaser pays the Deposit and signs the Contract.
13. In these auction rules, unless the contrary intention appears, words beginning with capital letters, and not defined in these auction rules, have the meanings given in the attached Contract.

Schedule 2

Regulation 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of the Vendor

The Vendor is the person who is selling the Property that is being auctioned.

Vendor bidding

The law of Victoria allows a Vendor to choose to have bids made on his or her behalf at a public auction of land. If a Vendor chooses to have bids made on his or her behalf at an auction:

- That the fact will be stated as the first rule applying to the auction;
- A bid on behalf of the vendor can only be made by the auctioneer;
- The auctioneer can only make such a bid if:
 - He or she declares before bidding starts that he or she is allowed to make bids on behalf of the Vendor and also states how he or she will indicate that he or she is making such a bid; and
 - He or she states immediately before, or in the process of, making such a bid that it is made on behalf of the Vendor.

The usual way for an auctioneer to indicate that he or she is making a bid on behalf of the Vendor is to say “Vendor bid” in making the bid.

What rules and conditions apply to the auction?

The law sets certain rules that are to apply at all public auctions of the land.

These rules are known as the “Schedule 1 Rules”. It is also possible that a Vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the Schedule rules or any other requirement imposed by the law. The additional conditions are usually contained in the contract of sale. If there are additional conditions, they also apply to the conduct of the auction in accordance with the law.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts.

Questions

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

Forbidden activities at auctions

The law forbids:

- any person other than the auctioneer bidding on behalf of the Vendor;
- the auctioneer taking any other bid that he or she knows was made on behalf of the Vendor;
- the auctioneer acknowledging a bid on behalf of the Vendor;
- any person falsely claiming or falsely acknowledging that he or she made a bid; and
- an intending bidder or a person acting on behalf of an intending bidder from harassing or interfering;
- ing with other bidders at a public auction of land.

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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

No cooling-off period applies to the Purchaser of a property made at or within 3 clear business days before or after a public auction of land.

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

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

Print name(s) of person(s) signing: DAVID JOHN CALLAWAY

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: HARCOURTS RATA & CO

Address: 1/337 Settlement Road Thomastown. VIC. 3074

Email: sold@rataandco.com.au

Tel: (03) 9465 7766 Mob: Fax: Ref: Robert Ozzimo

Vendor

Name: DAVID JOHN CALLAWAY AND SUZANNE MARGARET CALLAWAY (DECEASED)

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: **Davis Zucco Lawyers**

Address: P.O. BOX 24401, MELBOURNE. VIC. 3001

Email: connie@daviszucco.com / daviszucco@daviszucco.com

Tel: 03 9347 7911 Fax: DX: Ref: 2403 CALLAWAY

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10203 Folio 706	LOT 97	PS 306858D
Volume Folio		

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

The land includes all fixed floor coverings, light fittings, window furnishings and all other fixtures and fittings of a permanent nature.

Property address

The address of the land is: **18 KIPPING RISE, SOUTH MORANG. VIC. 3752**

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fixed floor coverings, electric light fittings, window furnishings, fixtures and fittings of a permanent nature.

.....

Payment

Price \$

Deposit \$ by / / 20..... (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on / / 20.....

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on / / 20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on / / 20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

.....
(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date: / / 20.....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

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

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

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 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*.

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;

- (a) 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

- 19.2 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).
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

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.

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.

SPECIAL CONDITIONS ("SC")

1. GENERAL CONDITIONS

The parties to the contract agree that if there is any inconsistency between the Special Conditions and the General Conditions of the Contract, the Special Conditions will prevail and have priority.

The General Conditions are amended as follows:

- (i) General Condition 12 is deleted.
- (ii) General Conditions 31.4, 31.5 and 31.6 are deleted.

2. PLANNING

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not be entitled to any compensation from the Vendor in respect thereof.

3. ENTIRE AGREEMENT AND NO REPRESENTATIONS

- 3.1 This Contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this Contract being executed which is not referred to herein or the Vendors Statement which may have been made for or on behalf of the Vendor is hereby withdrawn and shall not be relied upon by the Purchaser.
- 3.2 The Purchaser agrees that he is not relying upon any representation made by or on behalf of the Vendor to the Purchaser or representative of the Purchaser and that the Purchaser is relying upon his own enquires made before signing this Contract.

4. BUILDING AND GOODS

- 4.1 The Purchaser acknowledge and declares that he has purchased the property as a result of his own inspections and enquires of the property and all buildings and structures thereon and that the Purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and it is agreed that the Purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state or repair and/or condition of any buildings or other structure on the property and any items or goods within the said buildings or structures.
- 4.2 The Purchaser acknowledge that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the Purchaser shall not claim any compensation whatsoever from the Vendor, not require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.
- 4.3 The Purchaser acknowledge that he has inspected the chattels, fittings and appliances forming part of this Contract that he is aware of their condition and any deficiencies. The Purchaser shall not require the chattels to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

4.4 No failure of any buildings or improvement to comply with any planning or building legislation regulations or by-laws or any planning permit constitute a defect in the vendor's title or affects the validity of this contract.

4.5 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered under this clause.

5. TIME FOR SETTLEMENT

5.1 If there is requirement under this Contract to perform an obligation, in particular but not limited to payment of the Balance on the Settlement Date, that obligation must be performed by no later than 3:30pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the Purchaser, then the party who fails to perform that obligation by the stated time on the date shall be in default.

5.2 The Purchaser shall pay to the Vendor's representative the sum of \$165.00 for each change to the Settlement Date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.

6. DEFAULT

6.1 General Condition 32 contained in Contract of Sale of Real Estate shall not apply to the Contract attached hereto and the following Special Condition shall apply in its stead:

6.2 A Purchaser who breaches this Contract must pay to the Vendor on demand:

- a. The full amount payable under the Contract attached hereto, whether due to be paid or not;
- b. Compensation for any reasonable foreseeable loss to the Vendor resulting from the breach; and
- c. Any interest due under the Contract attached hereto as a result of the breach.

6.3 The Purchaser agrees that the Vendor shall not be liable for any damages, costs or interest whatsoever or however arising, including but not limited to the costs of any Rescission Notice issued by the purchaser, any legal costs, default, interest, bank fees, accommodation costs, re settlement/re scheduling fees, removalist fees or cancellation fees. The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as result of the alteration of the due date as specified in the Contract, the Vendor will or may suffer the following reasonably foreseeable losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- 6.3.1 All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property or business and interest charged on such bridging finance.
- 6.3.2 Interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement.
- 6.3.3 Accommodation and additional storage and removal expenses necessarily incurred by the Vendor.

- 6.3.4 Any additional legal costs and expenses occasioned by the default as between client and solicitor and client on an indemnity basis.
- 6.3.5 Penalties interest or charges payable by the Vendor to any third party as a result of any delay in the completion of the Vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- 6.3.6 All commissions, fees and advertising expenses payable to the sellers Real Estate Agent.

6.4 The Purchaser agrees that the reasonable costs of each and every default is the sum of \$440.00 (inclusive of GST) together with further sum of \$850.00 (inclusive of GST) for each and every Default Notice prepared and served on the Purchaser or his representative. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the Vendor under this Contract or otherwise.

6.5 If the Purchaser defaults in payment of any money under this Contract the Purchaser shall pay to the Vendor interest at the rate being 6% higher than the Rate prescribed from time to time pursuant to Section 2 of the *Penalty Interest Rates Act 1983* computed daily on the money overdue during the period of default without prejudice to any other rights of the Vendor.

7. RESTRICTIONS

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The Purchasers accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

8. NOMINATION

If the named Purchaser chooses to nominate a substitute or additional Purchaser, the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this Contract and it shall be a condition precedent to such nominations that:

- a. The named Purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the Statement to the Vendor's representative.
- b. If the nominated Purchaser or one or more of them is an incorporated body, then the named Purchasers shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body.
- c. Execute any other documents required by the Vendor's solicitor including a new Contract of Sale.
- d. The nominated Purchaser shall reimburse the Vendor \$275.00 for costs incurred by their Solicitor in relation to the nomination.

9. AUCTION (if applicable)

The Deposit payable hereunder shall be ten per centum (10%) of the Purchaser Price, unless otherwise agreed in writing. If the Property is offered for sale by public auction, subject to the Vendor's reserve price, the Rules for the conduct of the auction shall be as set out in the Schedules of the Sale of Land Regulations 2005 or any Rules prescribed by regulation which modify or replace those Rules

10 CERTIFICATES

- 10.1 The Purchaser agrees to provide a copy of all property certificates obtained by them to complete any adjustments and/or deductions against the Vendor.
- 10.2 The Vendor will not be obliged to provide payment directions until this condition has been complied with.
- 10.3 If no certificate was obtained to complete the adjustments and they are submitted on such basis, then the Purchaser will forfeit their right and/or ability to re-adjust after settlement has been completed.
- 10.4 This special condition will not merge on settlement.

11 FOREIGN INVESTMENT POLICY

- a. In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisitions and Takeovers Act 1975.
 - b. The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this on this warranty when entering into this contract including any consequential loss.
12. The Purchaser acknowledges that the Vendor has passed away. The Surviving Vendor David John Callaway shall apply for Survivorship upon or before Settlement.

12 GST WITHHOLDING

VENDOR/SUPPLIER GST WITHHOLDING NOTICE

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

The Property includes residential premises of potential residential land and Section 14-255 of the Schedule 1 of the *Taxation Administration Act 1953* (Cth) applies.

Property Address: 18 KIPPING RISE, SOUTH MORANG. VIC. 3752

Residential GST Withholding Notification	
<input type="checkbox"/> The Purchaser is required to make payment under the Act. See details below.	
<input checked="" type="checkbox"/> The Purchaser is NOT required to make a payment under the Act, because:	
<input checked="" type="checkbox"/> The premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the Purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	WITHHOLDING AMOUNT PAYABLE: \$

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

GUARANTEE

I/We, _____ of _____
and _____ of _____

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor(s) selling to the within-named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor(s) and their assigns that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the Purchaser(s) to the Vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be preformed or observed by the Purchaser(s) I/we will forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor(s) and hereby indemnify and agree to keep the Vendor(s) indemnified against all loss of deposit money, residue of purchase money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor(s) may incur by reason of any default on the part of the Purchaser(s). This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor(s) in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser(s) for any such payment performance or observance;
- (d) by reason of the Vendor(s) assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us, our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals the _____ day of _____ 202

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

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

Vendor Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked “+” below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser’s name or signature box. A corporation’s ACN or ABN should also be included

Delete as appropriate wherever an asterisk (*) appears. “Nil” may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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

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

The vendor may sign by electronic signature.

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

Land:	18 KIPPING RISE, SOUTH MORANG. VIC. 3752
--------------	---

Vendor’s Name	DAVID JOHN CALLAWAY	Date
Vendor’s signature		
Vendor’s Name		Date
Vendor’s signature		

Purchaser’s Name		Date
Purchaser’s signature		
Purchaser’s Name		Date
Purchaser’s signature		

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1. FINANCIAL MATTERS

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

(a) ~~*Their total does not exceed:~~

____OR

(b) *Are contained in the attached certificate/s.

____OR

(c) ~~*Their amounts are:~~

Authority

Amount

Interest (if any)

\$
\$
\$
\$

(1)

\$
\$
\$
\$

(d) *There are NO amounts for which the purchaser may become liable as a consequence the sale of which the vendor might reasonably be expected to have knowledge¹, which is not include in items 1.1 (a), (b), or (c) above; other than any amounts described in this rectangular box – NOT APPLICABLE

\$

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

\$

To

NONE TO THE VENDORS KNOWLEDGE

Other particulars (including dates and times of payment(s):

¹ Other than any GST payable in accordance with the contract.

1.3 Terms Contract

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

NOT APPLICABLE

1.4 Sale Subject to Mortgage

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

NOT APPLICABLE

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No: 110 DETACHED DWELLING
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

~~(a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land~~

~~OR~~

~~(b) *Particulars of any such policy in respect of any damage to or destruction of the land are as follows:~~

~~Name of insurance company:~~

Type of policy:	Policy No.:
Expiry Date:	Amount insured:

2.2 Owner-Builder

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

~~(a) *Attached is a copy or extract of any policy of insurance required under the *Building Act* 1993.~~

OR

~~(b) *Particulars of any required insurance under the *Building Act* 1993 are as follows:~~

Name of insurance company:	
Policy No.:	Expiry Date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

(a) Is in the attached copies of title document/s.

OR

*Is as follows:

~~(b) *Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:~~

3.2 Road Access

*There is NO access to the property by road if the square is marked with an "X"

☐

3.3 Designated Bushfire Prone Area

*The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square is marked with an "X"

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

OR

~~*The required specified information is as follows:~~

~~(a) Name of planning
scheme~~

~~(b) Name of responsible
authority~~

~~(c) Zoning of the land~~

~~(d) Name of planning
overlay~~

4. NOTICES

4.1 Notices, Order, Declaration, Report or Recommendation

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

~~*Are contained in the attached certificate and/or statements.~~

OR

*Are as follows:

NONE TO THE VENDORS KNOWLEDGE

4.2 Agricultural Chemicals

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

NOT APPLICABLE

4.3 Compulsory Acquisition

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

NOT APPLICABLE

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land): - NOT APPLICABLE

OR

~~*Are as follows:~~

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporation Act* 2006. – Refer to Special Condition 27 of the Contract of Sale. – NOT APPLICABLE

~~6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act* 2006.~~

OR

~~6.2 *Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporation Act* 2006 and the copy documents specified in section(4)(b)(i) and (iii) of that Act.~~

OR

~~6.3 *The owners corporation is an inactive owners corporation.²~~

7. *GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) *The land is NOT to be transferred under the agreement unless the square box is marked with an “X” ☐
- (b) *The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an “X” ☐

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

- (c) *The land is NOT in respect of which a GAIC is imposed unless the square box is marked with an "X" ☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) *Any certificate of release from liability to pay a GAIC ☐
- (b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) *Any certificate of exemption from liability to pay a GAIC ☐
- (d) *Any certificate of staged payment approval ☐
- (e) *Any certificate of no GAIC liability ☐
- (f) *Any notice providing evidence of the grant of a reduction of the whole part of the liability for a GAIC or an exemption from that liability ☐
- (g) *A GAIC certificate issued under Part (B) of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above ☐

8. SERVICES

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

- ☐ Electrical Supply ☐ Gas Supply ☐ Water Supply ☐ Sewerage ☒ Telephone Service

9. TITLE

Attached are copies of the following documents:

9.1 *(a) Registered Title

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

OR

~~*(b) General Law Title~~

~~The last conveyancing in the chain of title or other document which gives evidence of the vendor's title to the land.~~

***9.2** Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple)

NOT APPLICABLE

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- ~~(a) *Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.~~

~~OR~~

- ~~(b) *Attached is a copy of the latest version of the plan of subdivision has not yet been certified.~~

10.2 Staged Subdivision

This section only 10.2 only applies if the land is a part of a subdivision within the meaning of section 37 of the *Subdivision Act 1998*.

- ~~(a) *Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.~~
- ~~(b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:~~

- ~~(c) The proposals relating to subsequent stages that are known to the vendor are as follows:~~

- ~~(d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:~~

10.3 Further Plan of Subdivision

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

- ~~(a) *Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).~~

OR

~~(b) *Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).—~~

11. *DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

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

Details of any energy efficiency information required to be disclosed regarding a disclosure Efficiency Disclosure Act 2010 (Cth)

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

~~*Are contained in the attached building energy efficiency certificate.~~

OR

~~*Are as follows:~~

--

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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

Page 1 of 1

VOLUME 10203 FOLIO 706

Security no : 124117967261U
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LAND DESCRIPTION

Lot 97 on Plan of Subdivision 306858D.
PARENT TITLE Volume 10077 Folio 707
Created by instrument PS306858D 30/11/1994

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DAVID JOHN CALLAWAY
SUZANNE MARGARET CALLAWAY both of 18 KIPPING RISE SOUTH MORANG VIC 3752
AK594358D 16/09/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK661745Y 17/10/2013
COMMONWEALTH BANK OF AUSTRALIA

COVENANT U625450A 07/02/1997

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
R249926P 16/05/1991

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
R861861D 09/04/1992

DIAGRAM LOCATION

SEE PS306858D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 18 KIPPING RISE SOUTH MORANG VIC 3752

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS306858D
Number of Pages (excluding this cover sheet)	7
Document Assembled	04/09/2024 08:56

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PLAN OF SUBDIVISION		Stage No. <div style="border: 1px solid black; width: 50px; height: 50px; margin: 0 auto;"></div>	LTO use only EDITION 6	PLAN NUMBER PS 306858D
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<p>Location of Land Parish: MORANG Township: _____ Section: 6 Crown Allotment: _____ Crown Portion: 5 (Part) and 4 (Part)</p> <p>LTO base record: Morang Chart 23 (3183) Title References: Vol. Fol 10077 757</p> <p>Last Plan Reference: Lot F PS 306857F Postal Address: Kipping Rise South Morang</p> <p>AMG Co-ordinates: E 331,300m (Of approx. centre of plan) N 5,830,325m Zone 55</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: City of Whittlesea Ref: 134467</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 10 / 5 / 1993</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p style="text-align: center;">Open Space</p> <p>(i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage _____</p> <p>Council Delegate Council seal</p> <p>Date 1 / 7 / 04</p>
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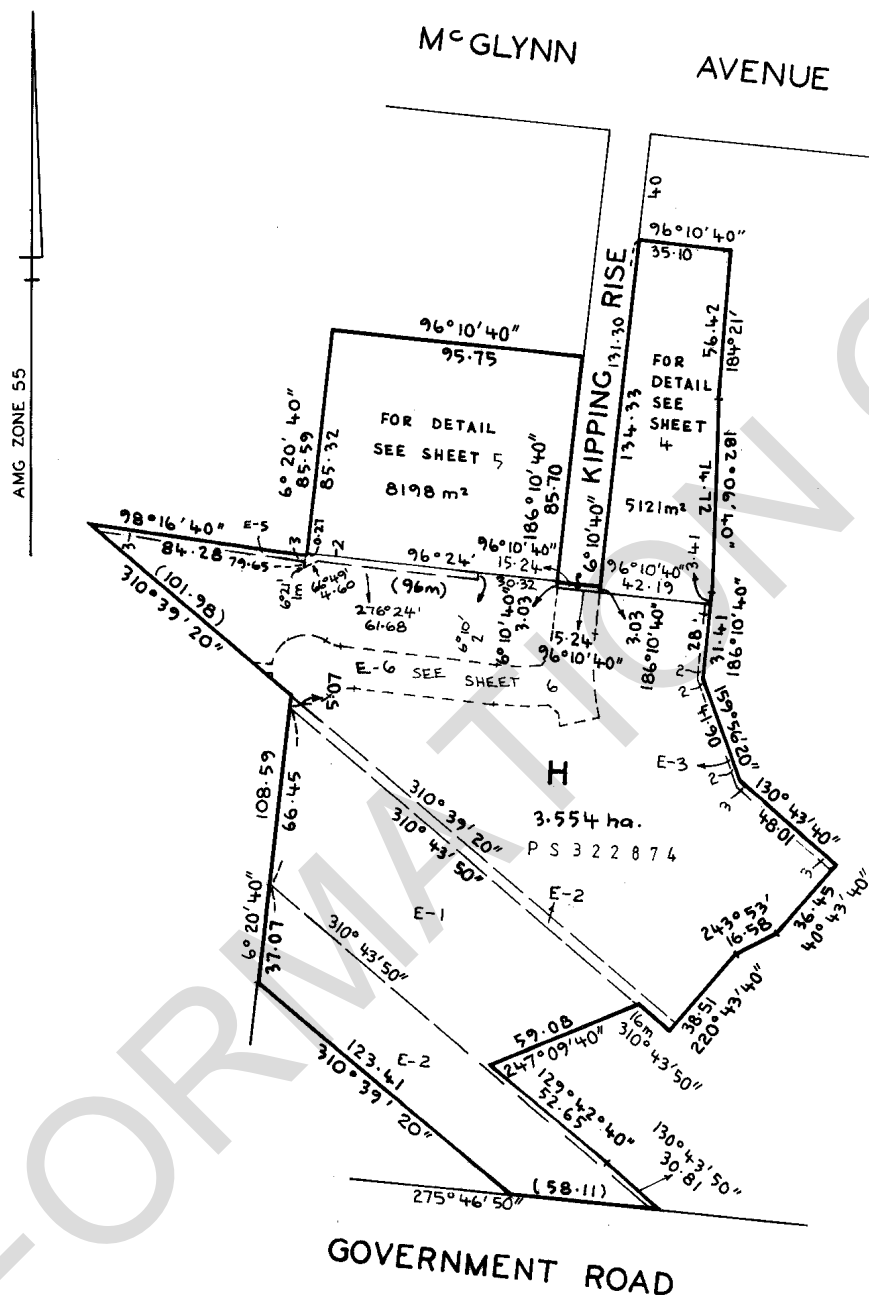
Vesting of Roads or Reserves	
Identifier	Council/ Body/ Person
Roads R1	City of Whittlesea

Notations	
Depth Limitation: Does not apply	Staging This is not a staged subdivision Planning Permit No. P 3293
Lots A to G (both inclusive) and 1 to 89 (both inclusive) have been omitted from this plan. Tangent points shown thus \rightarrow	Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). In Proclaimed Survey Area no.

Easement Information					LTO use only _____ Statement of Compliance / Exemption Statement
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)					Received <input checked="" type="checkbox"/> Date 28 / 11 / 04
A DRAINAGE EASEMENT APPURTENANT TO LOTS 90-109 AND H HAS BEEN CREATED BY INST. T373001B					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/ In Favour Of	LTO use only _____ PLAN REGISTERED TIME 4-55 P.M. DATE 30 / 11 / 04  Assistant Registrar of Titles
E-1	TRANSMISSION OF ELECTRICITY	SEE DIAG.	C/ E C288653	SECV	
E-2	TRANSMISSION OF ELECTRICITY	SEE DIAG.	C/ E D451989	SECV	
E-3	DRAINAGE & SEWERAGE SEWERAGE	SEE DIAG.	PS 304395E PS 304395E	LOTS ON PS 304395E M.M.B.W.	
E-4	DRAINAGE & SEWERAGE SEWERAGE	SEE DIAG.	PS 306857F PS 306857F	LOTS ON PS 306857F MELBOURNE WATER CORPORATION	
E-5	DRAINAGE & SEWERAGE SEWERAGE	SEE DIAG.	THIS PLAN THIS PLAN	LAND IN THIS PLAN MELBOURNE WATER CORPORATION	
E-6	DRAINAGE	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN	
SEE SHEET 2		FOR	CONTINUATION		Sheet 1 of 6 Sheets

PEYTON WAITE PTY. LTD. CONSULTING LAND SURVEYORS AND TOWN PLANNERS 353 PLENTY ROAD, PRESTON, 3072. PH. 478 4933 FAX 470 6992 ACN 004 963 884	LICENSED SURVEYOR MICHAEL ALEXANDER RAMSDALE SIGNATURE _____ DATE 18 / 1 / 93 AREA 1-336ha REF 5592 / 6 / 01 VERSION 7 20 LOTS	DATE 1 / 7 / 04 COUNCIL DELEGATE SIGNATURE Original sheet size A3
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PLAN OF SUBDIVISION	Stage No.	Plan Number PS 306858 D
----------------------------	-----------	-----------------------------------



PEYTON WAITE PTY. LTD.
 CONSULTING LAND SURVEYORS & TOWN PLANNERS
 353 PLENTY ROAD PRESTON 3072.
 TELEPHONE 478 4933 FAX 470 6992

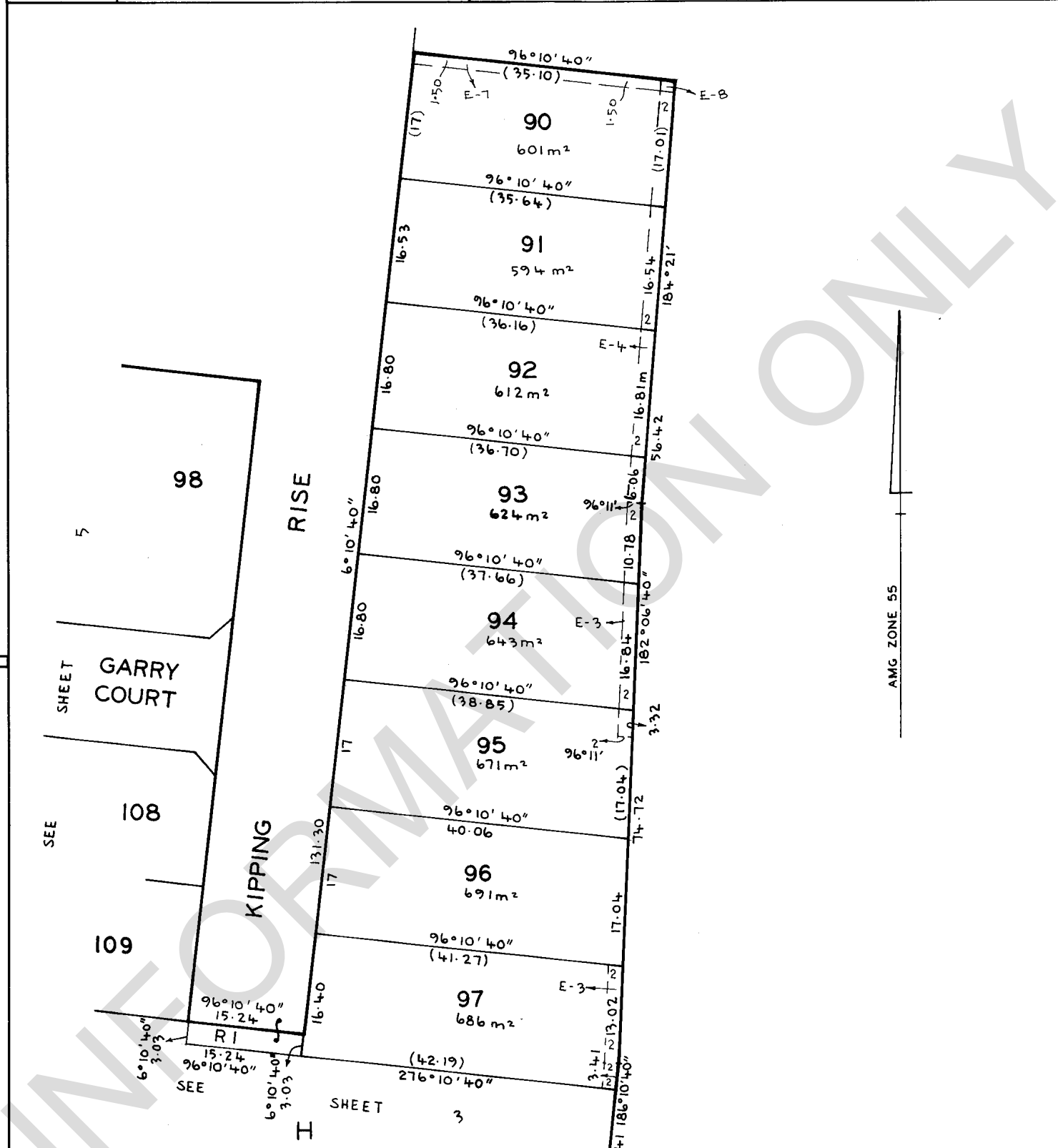
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 SCALE SHEET SIZE
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 20 0 40 80
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) MICHAEL A. RAMSDALE
 SIGNATURE..... DATE 18 / 1 / 93
 REF 5592/6/01 VERSION 7

Sheet 3 of 6 sheets

DATE 1 / 7 / 94
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 306858 D
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CONSULTING LAND SURVEYORS & TOWN PLANNERS

353 PLENTY ROAD, PRESTON 3072.

TELEPHONE 478 4933 FAX 470 6992

ORIGINAL

SCALE
1:500
SHEET
SIZE
A3

SCALE

5 0 10 20

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) **MICHAEL A. RAMSDALE**

SIGNATURE..... DATE 18 / 1 / 93

REF **5592/6/01** VERSION 7

Sheet 4 of 6 sheets

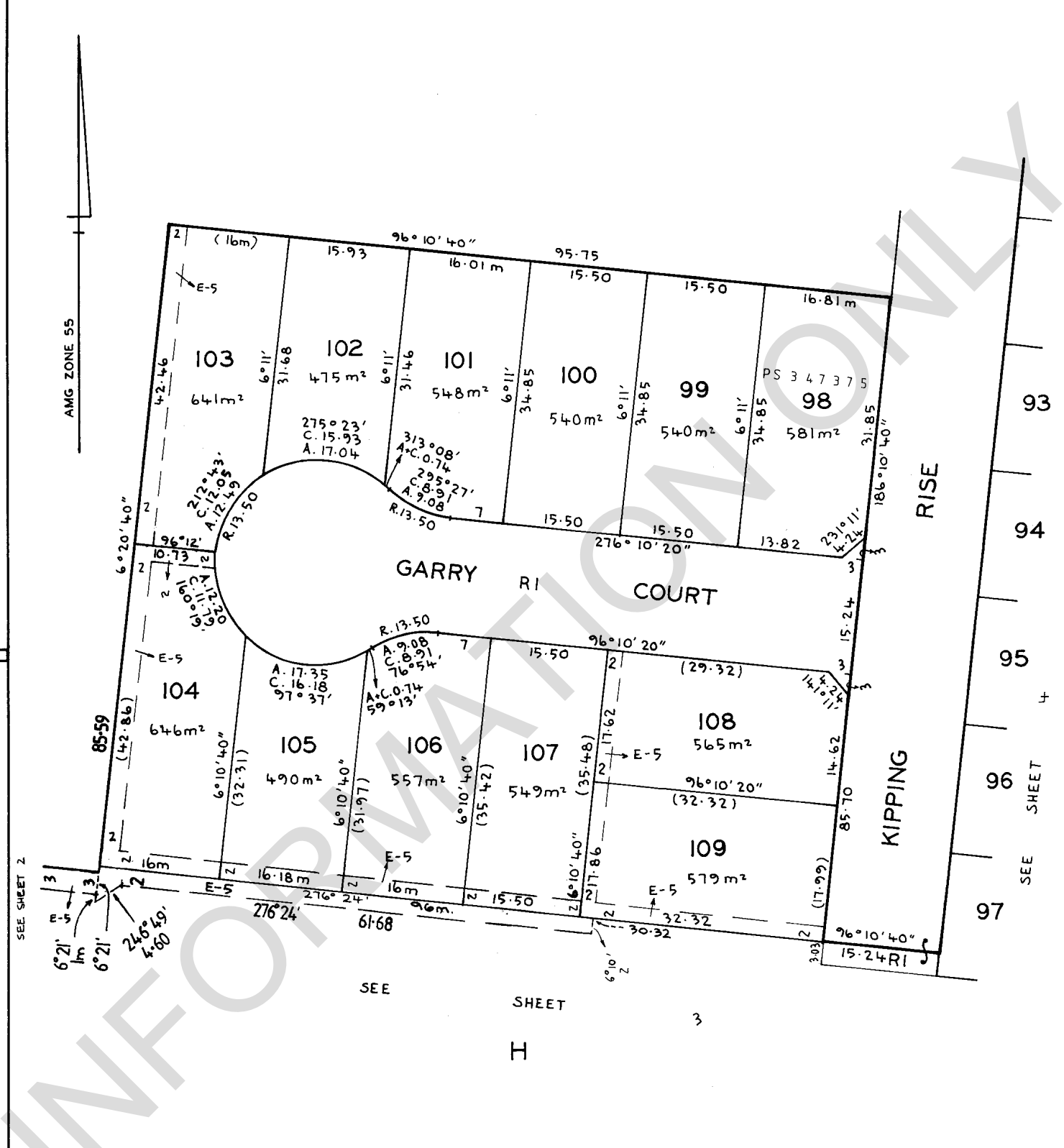
DATE 1 / 7 / 94

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

0 10 20 30 40 50 60 70 80 90 100 mm

PLAN OF SUBDIVISION	Stage No.	Plan Number
		PS 306858 D



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CONSULTING LAND SURVEYORS & TOWN PLANNERS
353 PLENTY ROAD PRESTON 3072.
TELEPHONE 478 4933 FAX 470 6992

ORIGINAL SCALE
SCALE SHEET SIZE
1:500 A3
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) **MICHAEL A. RAMSDALE**
SIGNATURE..... DATE 18 / 1 / 93
REF **5592/6/01** VERSION 7

Sheet 5 of 6 sheets

DATE 1 / 7 / 94
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

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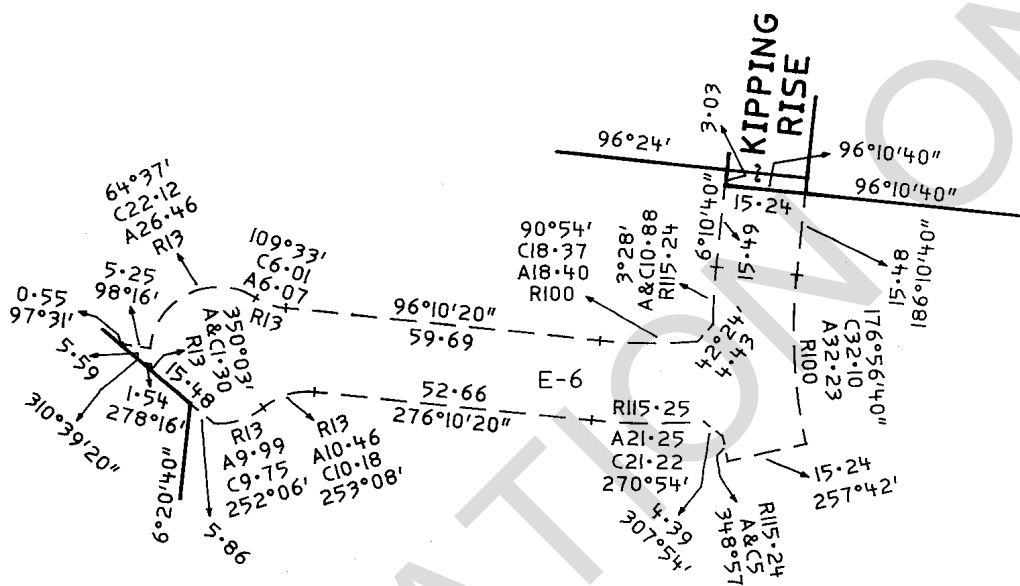
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 306858D

SEE SHEET 3



SEE SHEET 3

AMG ZONE 55

PEYTON WAITE PTY. LTD.
CONSULTING LAND SURVEYORS
AND TOWN PLANNERS
353 PLENTY ROAD, PRESTON, 3072.
PH. 478 4933 FAX 470 6992
ACN 004 963 884

SHEET 6 OF 6 SHEETS

LICENSED SURVEYOR MICHAEL A. RAMSDALE

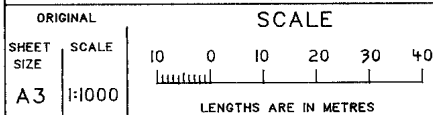
SIGNATURE _____

DATE 18 / 1 / 93

REF 5592 / 6 / 01 VERSION 7

DATE 1 / 7 / 04

COUNCIL DELEGATE SIGNATURE



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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

4415 34892

U625450A

070297 0900 45 59

Lodged by:

Name: RUSSELL KENNEDY

Phone: 9609 1555

Address: 469 LaTrobe Street

Melbourne

Ref: GSB:ELF:647406

Customer Code: 1513M

ANZ BANK

0015B

ANZ
19B.

IMAGED

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

volume 10203 folio 706

Estate and Interest: (e.g. "all my estate in fee simple")

all its estate and interest in fee simple

Consideration:

FIFTY NINE THOUSAND DOLLARS (\$59,000.00)

Transferor: (full name)

YALTARA PTY LTD (ACN 005 024 975)

Transferee: (full name and address including postcode)

JASON ANDREW HANN of 9 Urana Drive, East Keilor 3033 and KATRINA ANNE DRIPPS of 7 Balcombe Court, Thomastown, 3074, as joint tenants

Directing Party: (full name)

Creation and/or Reservation and/or Covenant

AND the said JASON ANDREW HANN and KATRINA ANNE DRIPPS with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every lot on the said Plan of Subdivision other than the lot or lots hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the lot or lots hereby transferred and every part thereof and that the same shall be noted and appear on the Certificate of Title to issue for same and every part thereof DOTH HEREBY for themselves and their transferees executors and administrators and assigns and as separate covenants COVENANT with the said YALTARA PTY LTD (ACN 005 024 975) and other the registered proprietor or proprietors for the time being of every lot comprised in the said Plan of Subdivision or any part or parts thereof other than the lot or lots hereby transferred that the said JASON ANDREW HANN and KATRINA ANNE DRIPPS shall not:-

Continued on T2 Page 2

Approval No: 352958A

ORDER TO REGISTER

Please register and issue title to

T2



Signed

Cust. Code:

* Law Perfect Pty Ltd

STAMP DUTY USE ONLY

PRIME / COUNTERPART / COLLATERAL	
UPDATING / TRANSFER / COVENANCE	
Victorian Stamp Duty	AP Number 183
Stamped to \$.....	59000
Duty Paid \$.....	121.6
Transaction Number.....	1980797
Date.....	4 FEB 1997
Signature.....	

[GSB 6471061m.16/2] THE BACK OF THIS FORM MUST NOT BE USED

Key 11 FEB 1997

- (a) construct or erect or cause to be constructed or erected on the said lot or lots hereby transferred or any part thereof any dwelling house containing a floor area of less than 110 square metres within the outer walls thereof such area being calculated by excluding the area of carport, garage, terraces, pergola or verandah.
- (b) construct or erect or cause to be constructed or erected on the said lot or lots hereby transferred or any part thereof any dwelling house with less than fifty (50) per centum of the total of its external walls in any material other than brick or brick veneer.

Dated: The

30th day of January 1997
DO NOT DATE

1997

Execution and attestation

THE COMMON SEAL of Yaltara Pty Ltd was hereunto)
affixed in accordance with its articles of association in the)
presence of:)



Director: ... Judith E. Lucil ...

Secretary: ... [Signature] ...

SIGNED by the transferees in the presence of:

X Witness: ... B. Hann ...

X [Signature] Jason Andrew Hann

X [Signature] Katrina Anne Dripps

U625450A

070297 0900 45 59



Approval No: 352958A

T2 Page 2



* Law Perfect Pty Ltd

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101 751

61 R249926P

DATED 4TH FEBRUARY

1991

R249926P

THE MAYOR COUNCILLORS AND CITIZENS OF
THE CITY OF WHITTLESEA

- and -

YALTARA PTY. LTD.

SECTION 173 AGREEMENT

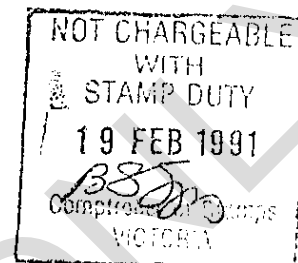
WALSH, JOHNSTON & CO.,
Solicitors,
452 High Street,
NORTHCOTE., VIC. 3070

489 9566
Mr. N. Johnston

THIS AGREEMENT is made the *FOURTH* day of *FEBRUARY* One thousand nine hundred and ninety-one.

BETWEEN THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF WHITTLESEA of Municipal Offices, High Street, Epping, (hereinafter referred to as "the Council") of the one part

AND YALTARA PTY. LTD. of 65 Main Street, Greensborough (hereinafter referred to as "the Developer") of the other part



WHEREAS:

- A. The Council is the responsible authority for the administration of the Whittlesea Planning Scheme ("the Scheme") pursuant to the provisions of the Planning and Environment Act 1987 ("the Act").
- B. The Developer is the owner of land at McGlynn Avenue, South Morang and being the land more particularly described in Certificates of Title Volume 8185 Folio 156 and Volume 8185 Folio 157 ("the Land").
- C. The Council issued Planning Permit No. P3293 on the 16th May, 1990 ("the Permit") in respect of the use and development of the Land for subdivision for residential purposes. Annexed hereto and marked "Schedule 1" is a copy of that Permit.
- D. The Developer and the Council wish to record their agreement to various matters arising from the grant of the Permit referred to in Recital C hereto and for this Agreement to be treated as an agreement made pursuant to Section 173 of the Act.

NOW THIS AGREEMENT WITNESSES as follows :-

- 1. The Developer covenants that it shall pay to the Council the amount of \$130.00 per residential lot created pursuant to the Permit for the purpose of financing expenditure to be

- 2 -

incurred by the Council in erecting fences on the reserves within the subdivision unless the Developer has constructed the fencing prior to the issue of a Notice of Release to the satisfaction of Council.

2. The Developer covenants that it shall pay to the Council the amount of \$230.00 per residential lot created pursuant to the Permit for the purpose of the development of Open Space Reserves within the subdivision.
3. The Developer covenants that it shall pay to the Council the amount of \$440.00 per residential lot created pursuant to the Permit for the purpose of financing expenditure to be incurred by the Council on the development of community facilities nearby.
4. The Developer covenants that it shall pay the amounts required by clause 1, 2 and 3 above to the Council progressively throughout the staged development of the land with the progressive payments being made when the Developer seeks to have the Council issue a Notice of Release for a particular stage of the development.
5. The Developer covenants that the amounts referred to in clauses 1, 2 and 3 of this Agreement which remain unpaid shall be indexed as from 30 June 1989 in accordance with the consumer price index based on the latest available quarterly figure or if such index is not available, the "All Groups Index" for Melbourne based on the latest available quarterly figure.
6. The Developer shall transfer the Public Open Space Reserve in the gully as rezoned in AMRL73 on the 1st February, 1989 to Council at no cost.

P

DO NOT PLAN

E

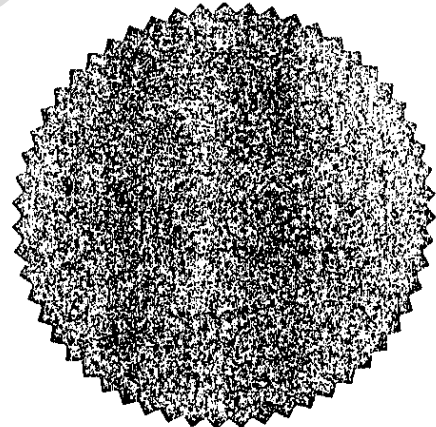
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- 3 -

7. Without limiting the operation or effect which this Agreement otherwise has the parties hereto acknowledge that this Agreement is made pursuant to the provisions contained in Division 2 of Part 9 of the Act.
8. The Developer shall within two months of lodgement of this Agreement pay to the Council the Council's reasonable costs and expenses of and incidental to this Agreement.
9. Without affecting any obligation under the permit or otherwise at law, the Developer's obligations under this Agreement shall cease when the Developer has satisfied all of its obligations under clauses 1, 2, 3 and 8.

IN WITNESS whereof the parties hereto have executed these presents the day and year first hereinbefore written.

THE COMMON SEAL of THE MAYOR)
COUNCILLORS AND CITIZENS OF THE)
CITY OF WHITTLESEA was hereunto)
affixed by authority of the)
Council in the presence of :)
Councillor *Master*)
Councillor *Robert Hanna*)
Town Clerk *[Signature]*)



THE COMMON SEAL of YALTARA PTY. LTD.)
was hereunto affixed in accordance)
with its Articles of Association in)
the presence of :)
Director *Betty M. Bruce*)
Secretary *Judith E. [Signature]*)



Schedule 1

PLANNING PERMIT

Permit No. P 3293 (AMENDED)
Planning Scheme Whittlesea
Responsible Authority CITY OF WHITTLESEA

ADDRESS OF THE LAND.

LOTS 20 TO 27 (INCLUSIVE) & LOTS 45 TO 50
(INCLUSIVE) L.P. 7979 & PARTS CP5, SEC.6,
PARISH OF MORANG, MCGLYNN AVENUE, SOUTH MORANG

THE PERMIT ALLOWS

RESIDENTIAL SUBDIVISION INTO 136 ALLOTMENTS &
USE OF EACH ALLOTMENT CREATED FOR RESIDENTIAL
PURPOSES

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT.

1. The proposed plan of subdivision shall be modified to the requirements of Council necessary for the sealing of the plan and shall show in particular:-
 - (i) all bearings, distances, street names and lot numbers;
 - (ii) any necessary easements.
 - (iii) The reserve connection adjacent to lot 21 to have a minimum width of 6.0m.
 - (iv) Lot 130 on the corner of McGlynn Avenue and Reid Street, modified to suit the roundabout treatment.
 - (v) The building envelope on lot 49 angled to a setback of 18.0m on the southern side.

Six copies of a modified plan complying with these requirements shall be submitted to Council and an endorsed copy of such plan shall form part of this permit.

2.
 - (i) Arrangements satisfactory to Council and to the requirements of the M.M.B.W. as a Drainage Authority shall be made for the acceptance of stormwater into the M.M.B.W. drainage systems.
 - (ii) Provision shall be made for drainage of each lot shown on the endorsed plan to the requirements of Council.
 - (iii) Reticulated water supply and reticulated sewerage shall be made available to each lot shown on the endorsed plan, prior to any such lot being used for any specific purpose.

Date Issued 16/5/90

Signature for the
Responsible Authority *[Signature]*

P 3293 (AMENDED) (CONTINUED)

3. (i) If the subdivision is to be developed in stages a satisfactory plan showing the sequence of such staging shall be submitted to Council for endorsement. The completion of each stage of the subdivision shall not depart from this sequence without the written consent of Council.
- (ii) For staged subdivision, where plans for such stages have been endorsed under this permit, the completion of the subdivision of a stage (i.e. its approval by the Titles Office) within the time limit specified in the condition below shall for the purposes of that condition be taken as satisfaction of it in relation to that stage only, i.e. no extension of the permit is needed for that stage.
4. (i) The subdivision as shown on the endorsed plan shall not be altered or modified (whether or not in order to comply with any Statute, Statutory Rule or By-law or for any other reason apart from changes to street names or lot numbers) without the consent of Council.
- (ii) Reticulated electricity shall be made available to each lot prior to any such lot being used for a particular purpose.
- (iii) This permit shall expire if the subdivision hereby permitted is not commenced within two years from the date hereof, and completed within five years of the date hereof, (or within any extension of those times which, upon application made before or within three months after the expiry, is granted in writing by Council).
- (iv) For this permit there is no time limit for the commencement or completion of the detached dwellings (if any) hereby permitted, except that no dwelling(s) shall be commenced until the subdivision (or relevant stage) is completed.
5. The subdivision and development hereby permitted is conditional upon an agreement being entered into with Council pursuant to Section 173 of the Planning and Environment Act 1987 for the purposes of:-
 - (a) The payment of \$130 per residential lot to Council to be expended on Council's liability for half cost fencing on reserves. Such amounts are to be paid, prior to Council issuing Notice of Release letter to the Titles Office for each stage. This requirement may be waived by Council if condition 6 is to be complied with separately.
 - (b) The payment of \$230 per residential lot to Council to be expended on the development of Open Space Reserves. Such amounts are to be paid, prior to Council issuing Notice of Release letter to the Titles Office for each stage. Council shall expend such monies within one year of receipt of title of all Open Space Reserves.
 - (c) The payment of \$440 per residential lot to Council to be expended on the development of community facilities nearby. Such amounts are to be paid, prior to Council issuing Notice of Release letter to the Titles Office for each stage.
 - (d) The sums mentioned in paras. (a), (b), and (c) above are as at 30/6/89 and increased in accordance with the C.P.I. (or All Groups Index Melbourne) (based on the latest available quarterly figure).
 - (e) The Public Open Space Reserve in the gully, as rezoned in Am RL 73 on 1/2/89, shall be transferred to Council at no cost.

P 3293 (AMENDED) (CONTINUED)

(f) The agreement shall provide that Council (or its solicitors) shall be refunded its costs in the preparation and lodgement of the agreement, within 2 months of such lodgement.

6. Where lots abut an Open Space reserve (including that lot to the south of the S.E.C. easement), fencing shall be constructed before the sale of such lots and to the satisfaction of Council. This requirement may be waived by Council if condition 5 (a) is to be complied with separately.
7. The drainage easements as shown on Certificate of Title Volume 8185, Folio 157, created in Subdivision No. 7979 shall be removed. (This does not include the easement created in Instrument F255996).
8. This permit was originally issued on 31/7/89 and amended on 16/5/90 as follows:

Condition 5, parts (a), (b) and (c) altering the timing of payment.

Addition of Condition 7.

.....16/5/90...
(Date Issued)

.....
For and on behalf of the Responsible Authority

HELD

1242 1180 191 12410023P

Lodged by Home Wilkinson & Lowry
Code 985X

VICTORIA

APPLICATION BY A RESPONSIBLE
AUTHORITY under Section 181
Planning and Environment Act 1987
for ENTRY OF A MEMORANDUM OF
AGREEMENT under Section 173 of the
Act

The Responsible Authority under the Planning Scheme having
entered into an Agreement with the parties named for the land
described requires that a memorandum of the Agreement be
entered on the Certificate(s) of Title to the land referred
to.

LAND

Certificate of Title Volume 8185 Folio 156 and Volume 8185
Folio 157

ADDRESS OF LAND

McGlynn Avenue, South Morang

RESPONSIBLE AUTHORITY

The Mayor, Councillors and Citizens of the City of Whittlesea

PLANNING SCHEME

Whittlesea Planning Scheme

AGREEMENT DATE 4th February, 1991

AGREEMENT WITH YALTARA PTY. LTD. of 65 Main Street,
Greensborough

A copy of this Agreement is attached to this Application.

Signature for the Responsible Authority

Name of Officer L.G. ESMONDE

Date 18TH FEBRUARY, 1991

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



A 17/3/91

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08/09/92 1119 MISC 454 R861861D

R861861D

Lodged by Home Wilkinson & Lacey

Code 0985X

VICTORIA

APPLICATION BY A RESPONSIBLE
AUTHORITY under Section 181
Planning and Environment Act 1987
for ENTRY OF A MEMORANDUM OF
AGREEMENT under Section 173 of the
Act

The Responsible Authority under the Planning Scheme having
entered into an Agreement with the parties named for the land
described requires that a memorandum of the Agreement be
entered on the Certificate(s) of Title to the land referred
to.

LAND

Certificates of Title Volume 9107 Folio 912, Volume 9757
Folio 654 and Volume 9757 Folio 655

ADDRESS OF LAND

Lot 1 and Lot 2 on Plan of Subdivision No. 113714, Parish of
Morang, County of Bourke

RESPONSIBLE AUTHORITY

The Mayor, Councillors and Citizens of the City of Whittlesea

PLANNING SCHEME

Whittlesea Planning Scheme

AGREEMENT DATE 24th February, 1992

AGREEMENT WITH UNITEX PTY. LTD. and BEDFORD RIVER PTY. LTD.

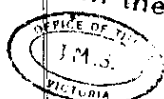
A copy of this Agreement is attached to this Application.

Signature for the [Signature]
Responsible Authority.....

Name of Officer.....
L.G ESMONDE

Date
25/2/1992

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



29 APR 1992

THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF WHITTLESEA

- and -

UNITEX PTY. LTD.

- and -

BEDFORD RIVER PTY. LTD.

AGREEMENT PURSUANT TO SECTION 173
OF THE PLANNING & ENVIRONMENT ACT 1987
(AS AMENDED)

HOME, WILKINSON & LOWRY,
Solicitors,
80 Collins Street,
MELBOURNE VIC 3000.

DX: 30822 COLLINS STREET
Tel: 654-3455
Ref: JR:JMH:600390

b1556

THIS AGREEMENT is made the ^{24TH} day of FEBRUARY, 1992,
pursuant to Section 173 of the Planning & Environment Act 1987 (as
amended) ("the Act")

BETWEEN: THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF
WHITTLESEA of Municipal Offices, High Street, Epping
("the Responsible Authority") of the one part

AND

UNITEX PTY. LTD. (A.C.N. 008 051 830) of Unit 5,
79-83 High Street, Kew ("Unitex", which expression
shall include Unitex's transferees and assigns) of
the second part

AND

BEDFORD RIVER PTY. LTD. (A.C.N. 006 408 304) of
Unit 5, 79-83 High Street, Kew ("Bedford River",
which expression shall include Bedford River's
transferees and assigns) of the third part

WHEREAS:

- A. Unitex is or is entitled to be the registered proprietor of
Lot 1 on Plan of Subdivision No. 113714, Parish of Morang,
County of Bourke and being the land more particularly
described in Certificate of Title Volume 9107 Folio 912 and
Bedford River is or is entitled to be the registered
proprietor of Lot 2 on Plan of Subdivision No. 113714,
Parish of Morang, County of Bourke and being the land more
particularly described in Certificates of Title Volume 9757
Folio 654 and Volume 9757 Folio 655 ("the land").
- B. Pursuant to a planning application lodged by Unitex and
Bedford River, the Responsible Authority granted a permit
numbered 700443 in respect to the development and use of
the land for the purpose of an industrial subdivision ("the
permit").

-2-

- C. Condition 1 of the permit requires Unitex and Bedford River to fence the plantation reserves on Plenty Road and provide and construct footpaths within the plantation reserves.
- D. The Responsible Authority, Unitex and Bedford River have agreed that, without restricting or limiting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement shall be treated as being an Agreement under Section 173 of the Act.

NOW IT IS AGREED as follows:-

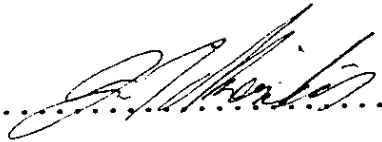
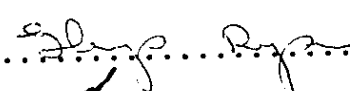
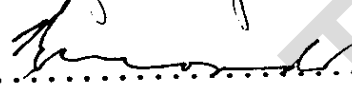
- 1. Unitex and Bedford River (which term shall include the Owner or Owners of the land from time to time) with the intent that their covenants hereunder shall run with the land hereby covenant and agree that they will within twelve months from the date of this Agreement:-
 - (a) fence to a style and height to the satisfaction of the Responsible Authority the plantation reserve on Plenty Road marked Reserve No. 1 on the attached plan;
 - (b) provide and construct footpaths to the satisfaction of the Responsible Authority within the plantation reserve marked Reserve No. 1 on the attached plan.
- 2. This Agreement shall come into effect immediately upon its execution.
- 3. Unitex and Bedford River agree to do all things necessary to enable the Responsible Authority to enter a Memorandum of this Agreement on the Certificate of Title to the land in accordance with Section 181 of the Act including signing any further Agreement, acknowledgement or other document to enable the said Memorandum to be registered under that section.

-3-

4. Unitex and Bedford River shall pay the Responsible Authority's legal costs in respect to the preparation, execution and subsequent registration of a Memorandum of the Agreement.

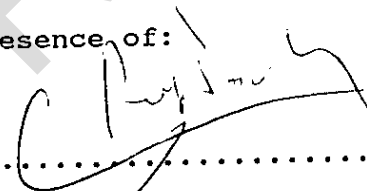
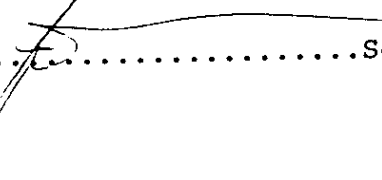
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

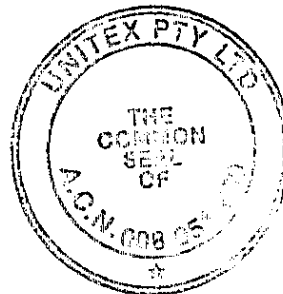
THE COMMON SEAL of THE MAYOR,
COUNCILLORS AND CITIZENS OF THE
CITY OF WHITTLESEA was hereunto
affixed in the presence of:

..........Mayor
..........Councillor
..........Municipal Clerk



THE COMMON SEAL of UNITEX PTY.
LTD. (A.C.N. 008 051 830) was
hereunto affixed in accordance
with its Articles of Association
in the presence of:

..........Director
..........Secretary



-4-

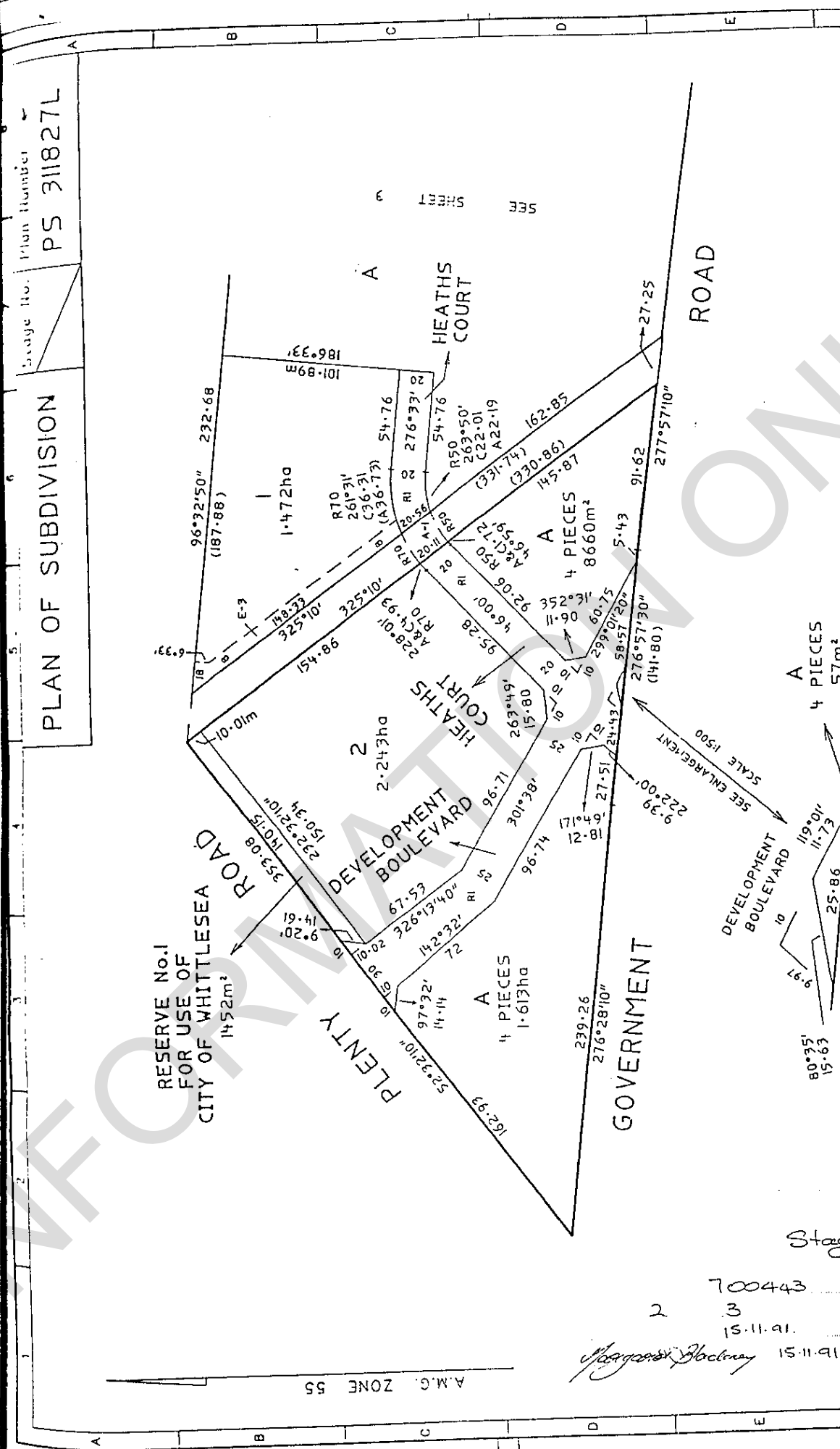
THE COMMON SEAL of BEDFORD RIVER)
PTY. LTD. (A.C.N. 008 051 830))
was hereunto affixed in)
accordance with its Articles of)
Association in the presence of:)



..... Director

..... Secretary

APR 1992



PLAN OF SUBDIVISION		PS 311827L	SHEET 2 OF 3 SHEETS	
RESERVE No.1 FOR USE OF CITY OF WHITTLESEA		1452m²	HEATHS COURT	
2.243ha		1.472ha	GOVERNMENT ROAD	
4 PIECES 1.613ha		4 PIECES 8660m²	DEVELOPMENT BOULEVARD	
4 PIECES 57m²		4 PIECES 57m²	SCALE 1:2000	
15.63		15.63	ORIGINAL SHEET SIZE A3	
15.11.91		15.11.91	PEYTON WAITE PTY. LTD.	
15.11.91		15.11.91	CONSULTING LAND SURVEYORS	
15.11.91		15.11.91	AND TOWN PLANNERS	
15.11.91		15.11.91	3072, CITY ROAD, PRESTON, 3072.	
15.11.91		15.11.91	LICENCED SURVEYOR GARY HUGH WAITE	
15.11.91		15.11.91	SIGNATURE DATE / /	
15.11.91		15.11.91	VERSION 4	
15.11.91		15.11.91	COUNCIL DELEGATE SIGNATURE	
15.11.91		15.11.91	DATE / /	

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 10 September 2024 03:21 PM

PROPERTY DETAILS

Address: **18 KIPPING RISE SOUTH MORANG 3752**
Lot and Plan Number: **Lot 97 PS306858**
Standard Parcel Identifier (SPI): **97\PS306858**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **390633**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 10 F1**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **MILL PARK**

OTHER

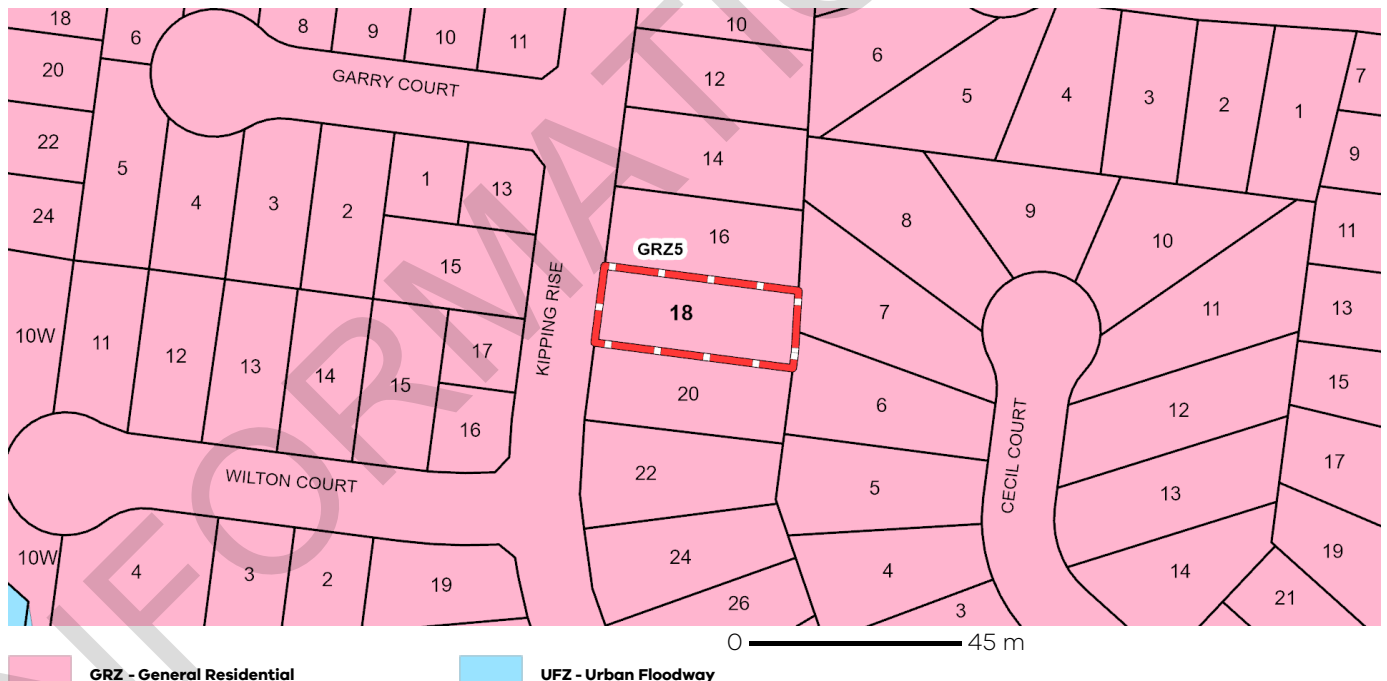
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)

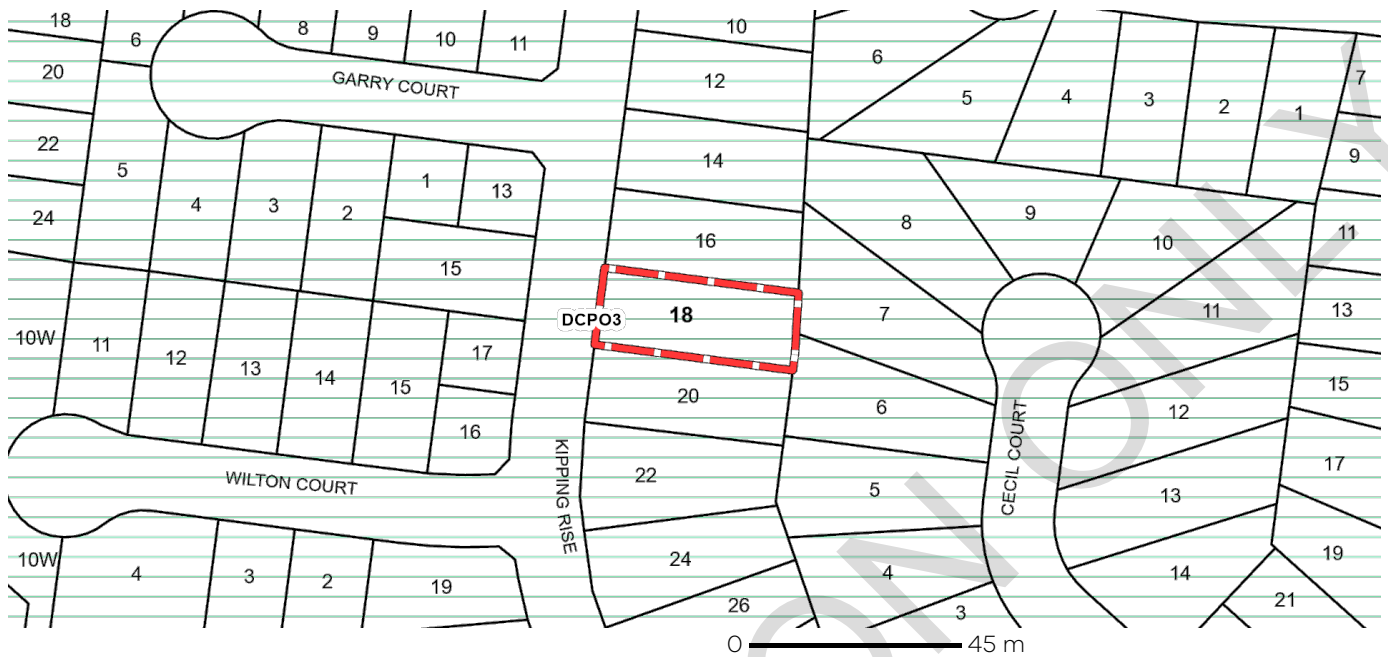


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



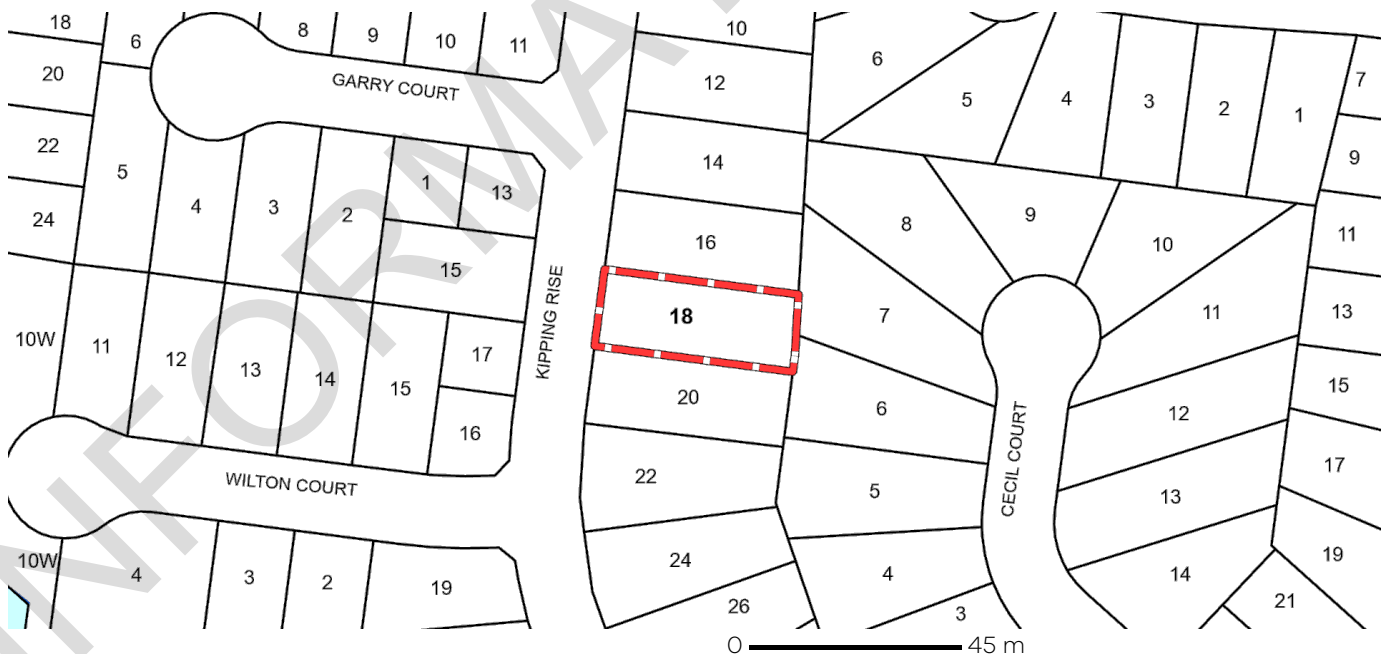
 **DCPO - Development Contributions Plan Overlay**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



 **LSIO - Land Subject to Inundation Overlay**

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

Further Planning Information

Planning scheme data last updated on 4 September 2024.

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

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

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

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

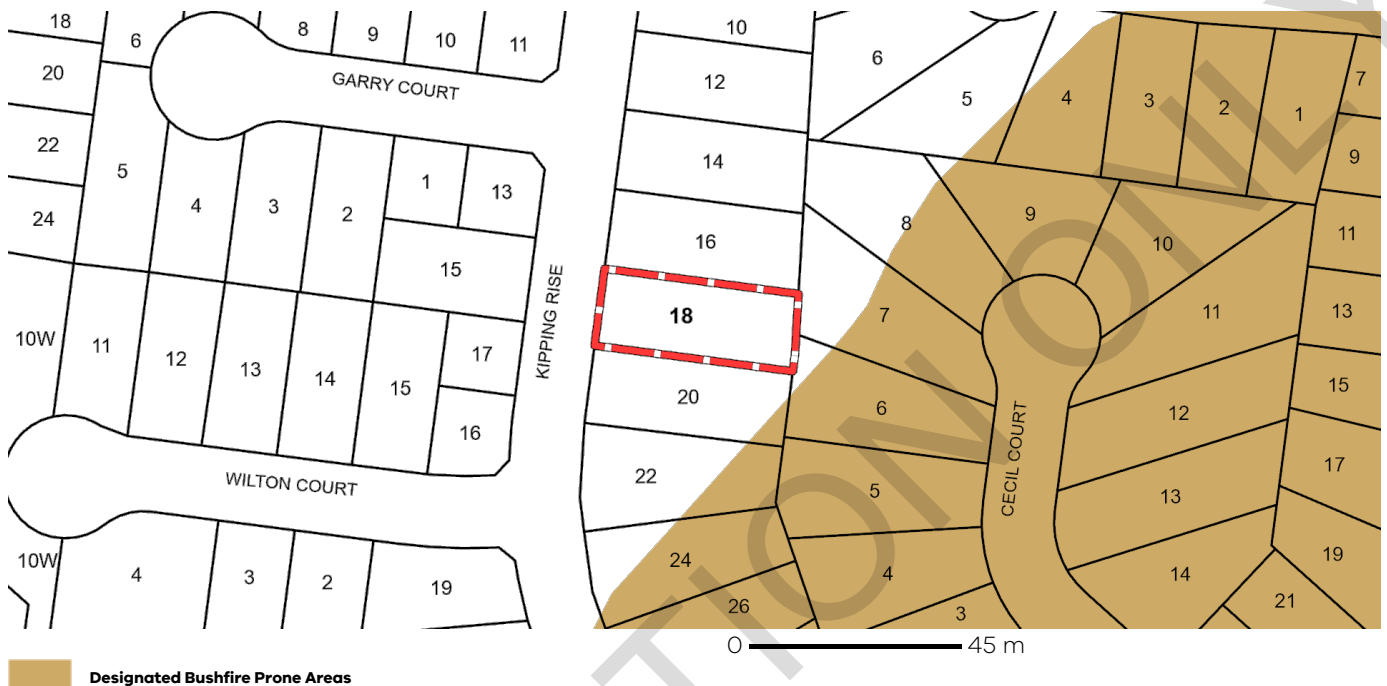
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Davis Zucco
Level 1/478 Albert Street
EAST MELBOURNE 3002

Client Reference: 2403CALLAWAY DJ

NO PROPOSALS. As at the 10th September 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®.

18 KIPPING RISE, SOUTH MORANG 3752
CITY OF WHITTLESEA

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: 10th September 2024

Telephone enquiries regarding content of certificate: 13 11 71

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 10 September 2024 03:21 PM

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www.whittlesea.vic.gov.au

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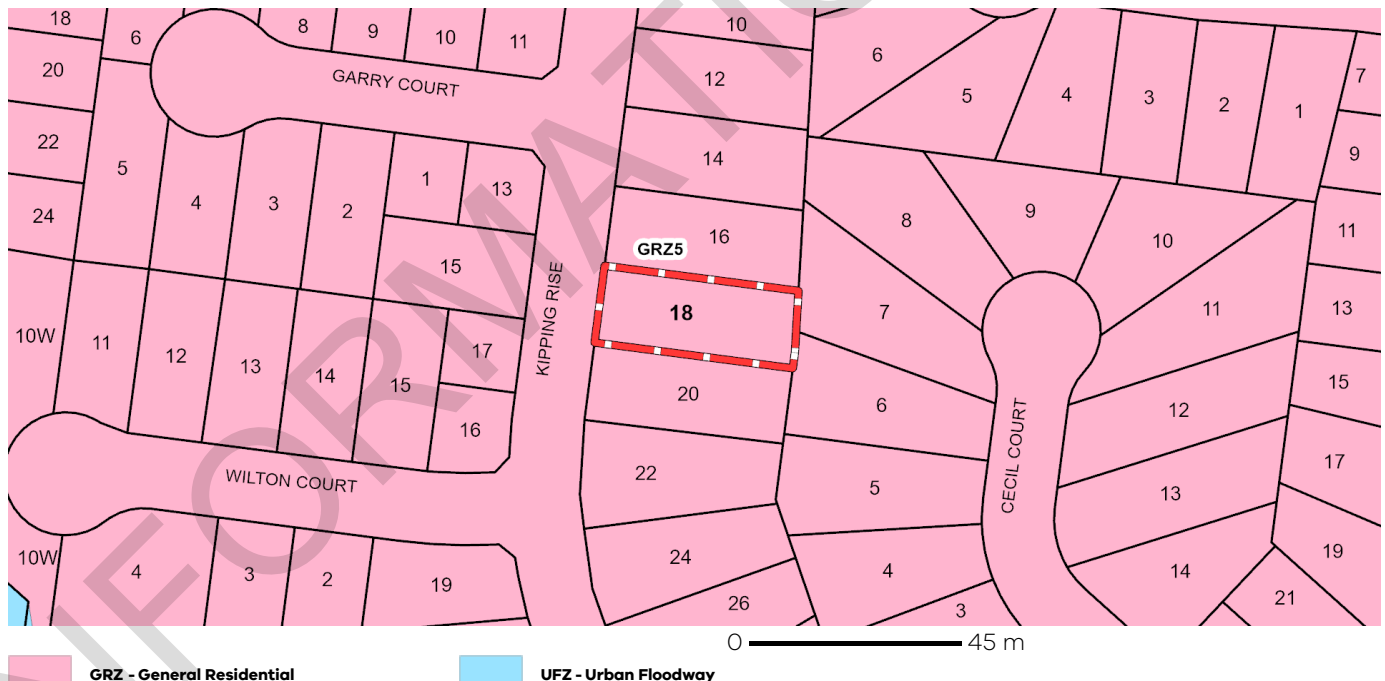
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[View location in VicPlan](#)

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[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)

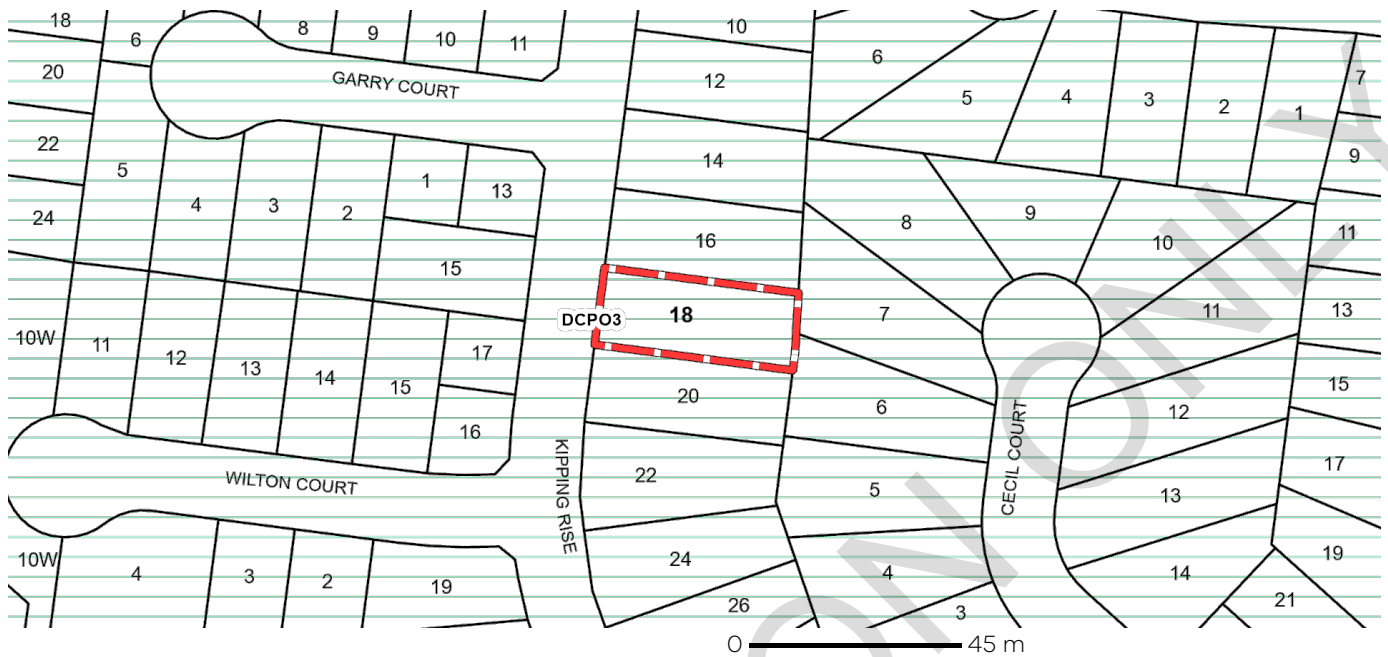


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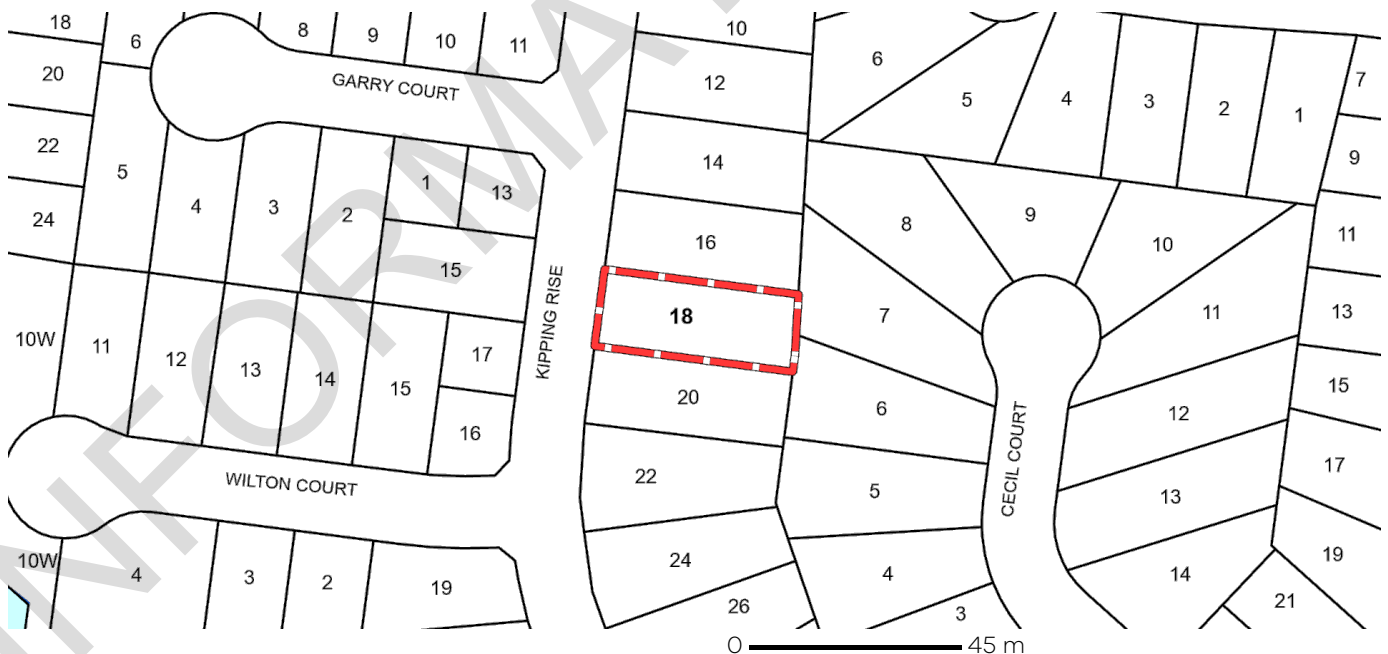
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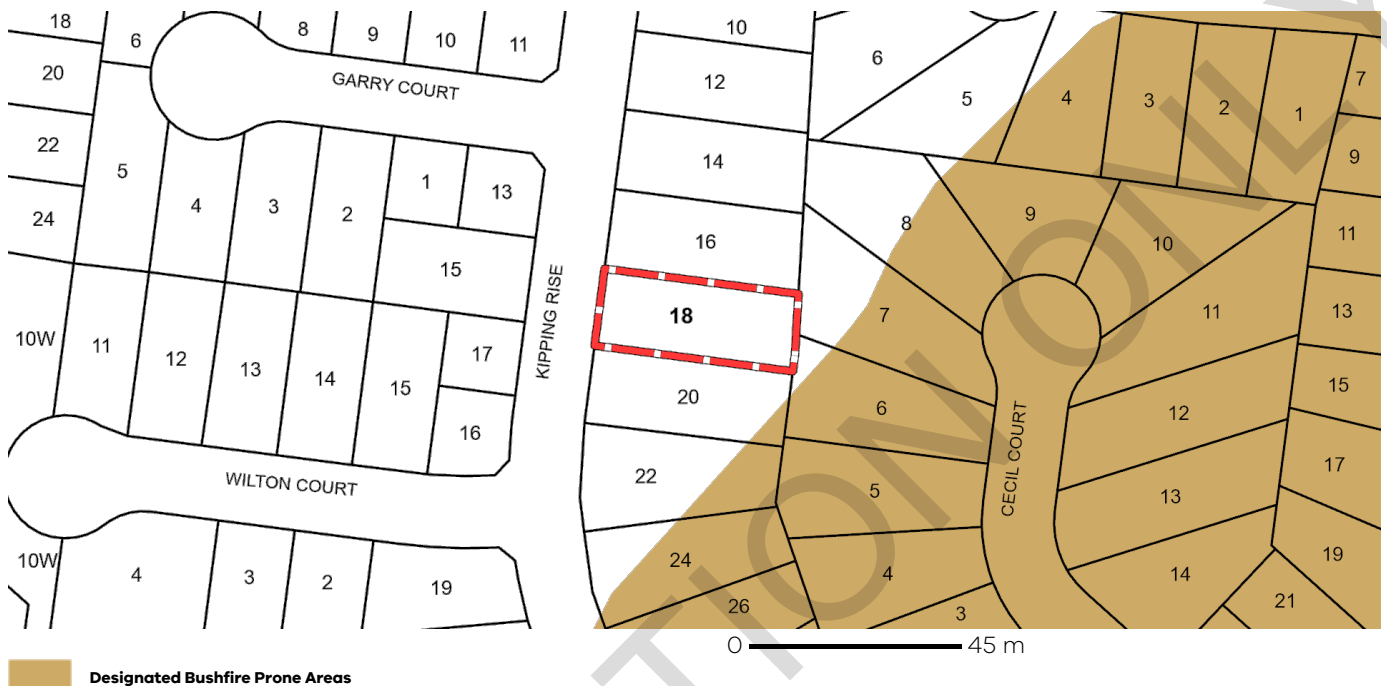
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City of
Whittlesea

Locked Bag 1,
Bundoora 3083
ABN 72 431 091 058

Valuation and rates notice

For the period 1 July 2024 to 30 June 2025



D J Callaway & S M Callaway
18 Kipping Rise
SOUTH MORANG VIC 3752



029
1065290
RB_1267

Assessment number: 0390633



To receive your rates notice
via email, register at
② whittlesea.enotices.com.au
Reference No: 75F0F9F19R

Issue date: 31/07/2024

Instalment 1

\$707.12

Due By 30/09/2024

* If full payment of the instalment 1
amount is not received by
30 September 2024, your account will
revert to the lump sum option shown
below. If this occurs you will not
receive instalment reminder notices.

Instalment 2 **\$706.00**

Due By 30/11/2024

Instalment 3 **\$706.00**

Due By 28/02/2025

Instalment 4 **\$706.00**

Due By 31/05/2025

If you would prefer to pay via smaller,
regular payments throughout the
year, scan the FlexiPay QR code in the
payments section below.

OR

Lump sum **\$2,825.12**

Due By 15/02/2025

Access free and discounted waste
disposal vouchers online



Visit ② whittlesea.vic.gov.au/wastevouchers
to download your vouchers or call ① 9217 2170.

Waste and recycling vouchers are now online – whittlesea.vic.gov.au/wastevouchers

Property details 18 Kipping Rise SOUTH MORANG VIC 3752

LOT 97 PS 306858D

Owner: Callaway David John & Callaway Suzanne Margaret

Ward : South Morang

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$500,000	\$975,000	\$48,750

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 110 Detached Dwelling

Rates and charges

Council Charges

General rate 48,750 x 0.04683579	\$2,283.24
Food/Green waste bin charge 1 x 105.15	\$105.15
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 975,000 x 0.00008700	\$84.83
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Total **\$2,825.12**

Payments received after 15 July 2024 may not be included on this notice

How to pay

② whittlesea.vic.gov.au

VISA

Phone 1300 301 185

VISA

③ Council Offices
See the back of this notice for
opening hours and locations

BPAY



Bill Code: 5157
Ref: 0390633

BPAY this payment via
internet or phone banking

FlexiPay

FlexiPay

Set up your flexible
payment options.

Scan the QR code or visit

② whittlesea-pay.enotices.com.au

VISA Bank Account GPay Apple Pay



Post Billpay



Billpay Code: 0350
Ref: 3906336

Pay in person at any post office:

① 131 816 or ② postbillpay.com.au

Scan the barcode below and pay
with your iPhone, iPad or Android device.
Download the Australia Post mobile app.



*350 3906336



*350 3906336

10th September 2024

Davis Zucco C/- LANDATA
LANDATA

Dear Davis Zucco C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	18 KIPPING RISE SOUTH MORANG 3752
Applicant	Davis Zucco C/- LANDATA LANDATA
Information Statement	30882468
Conveyancing Account Number	7959580000
Your Reference	2403CALLAWAY DJ

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	18 KIPPING RISE SOUTH MORANG 3752
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	18 KIPPING RISE SOUTH MORANG 3752
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

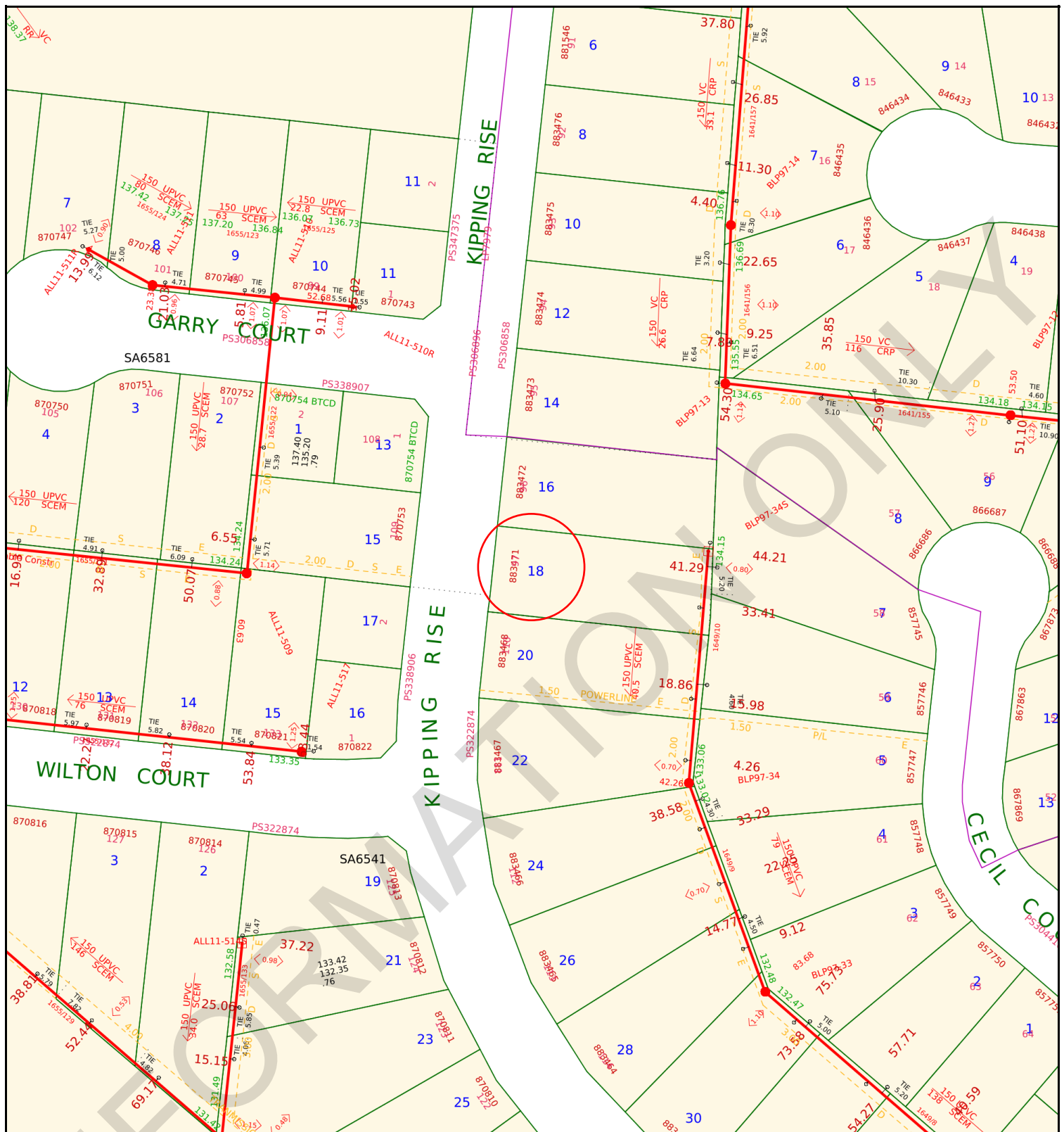
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water **Information Statement** **Number: 30882468**

Address	18 KIPPING RISE SOUTH MORANG 3752
Date	10/09/2024
Scale	1:1000



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

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

Davis Zucco C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5725423474
Rate Certificate No: 30882468

Date of Issue: 10/09/2024
Your Ref: 2403CALLAWAY DJ

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
18 KIPPING RISE, SOUTH MORANG VIC 3752	97\PS306858	1511110	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$0.00
Residential Water and Sewer Usage Charge Step 1 – 13.000000kL x \$3.34380000 = \$26.27 Step 1 – 0.000000kL x \$3.43420000 = \$17.66 Estimated Average Daily Usage \$0.48	06-05-2024 to 05-08-2024	\$43.93	\$0.00
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$0.00
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$0.00
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 1511110

Address: 18 KIPPING RISE, SOUTH MORANG VIC 3752

Water Information Statement Number: 30882468

HOW TO PAY



Bill Code: 314567
Ref: 57254234744

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people.

Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale.

There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

DAVID JOHN CALLAWAY AND
SUZANNE MARGARET CALLAWAY
(DECEASED)

Vendor(s)

**CONTRACT OF SALE
INCORPORATING VENDOR'S
STATEMENT PURSUANT TO SECTION
32 OF THE SALE OF LAND ACT 1962**

PROPERTY:

**18 KIPPING RISE,
SOUTH MORANG. VIC. 3752**

**MR. ANTHONY J. ZUCCO,
DAVIS ZUCCO,**

Lawyers,
Level 1, 478 Albert Street,
EAST MELBOURNE VIC. 3002

POSTAL ADDRESS:

PO Box 24401,
MELBOURNE VIC. 3001

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Ref: AJZ :CC/2403 CALLAWAY