

# CONTRACT OF SALE OF REAL ESTATE

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

**Property Address: 19 Lumeah Crescent, Ferntree Gully VIC 3156**

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

The terms of this contract are contained in the:

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing: .....

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

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

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

Print name of person signing.....

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

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31  
**Sale of Land Act 1962**

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

### Off-the-Plan Sales

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

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

**O'Brien Real Estate - Wantirna**

207 Stud Road, Wantirna South VIC 3152

Tel: 8820 8338

Fax:

Ref: Geraint Gardner

Email: wantirna@obrienrealestate.com.au

### VENDOR

**Deborah Teresa Osborne and Jacqueline Rosemary Sargeant as executors of Sylvia Maria Sargeant (deceased) and Jacqueline Rosemary Sargeant**

1 Wendover Avenue, Bayswater VIC 3153

Tel:

Email:

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

**Victorian Statewide Conveyancing Pty Ltd**

Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805

Tel: (03) 8790 5488

Fax: (03) 8794 9072

Ref: TG:20230524

Email: info@victorianstatewide.com.au

### PURCHASER

Tel:

Email:

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel:

Fax:

Ref:

Email:

**LAND** (general conditions 3 & 9)

The Land is:-

Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 9308 Folio 103	143	123504

### **PROPERTY ADDRESS**

The address of the land is:

**19 Lumeah Crescent, Ferntree Gully VIC 3156**

**GOODS SOLD WITH THE LAND**  
(general condition 2.3(f))

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

**PAYMENT** (general condition 11)

Price	\$		
Deposit	\$	by	
Balance	\$	(of which \$	has been paid)
		payable at settlement	

**GST** (general condition 13)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

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

**SETTLEMENT** (general condition 10)

Is due on

**LEASE** (general condition 1.1)

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

in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are:

**TERMS CONTRACT** (general condition 23)

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

**LOAN** (general condition 14) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$0.00

Approval date:

**SPECIAL CONDITIONS**

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

## 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 this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

### 1. Acceptance of title

General condition 12.4 is added:

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.

EC
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### 2. Electronic conveyancing

Settlement and lodgment will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC".

- 2.1. This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment 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*.
- 2.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 2.3. 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*.
- 2.4. The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6. Settlement occurs when the workspace records that:
  - a. the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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 lodgment.
- 2.7. 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 special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9. 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 Network Operator;
  - c. deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
  - d. direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all

- those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

### **3. Foreign resident capital gains withholding**

- 3.1. Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 3.2. Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 3.3. This special condition only applies 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 is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 3.4. 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.
- 3.5. 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 in this special condition; and
- 3.6. ensure that the representative does so. 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 special 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 special condition;
  - d. despite:
  - e. any contrary instructions, other than from both the purchaser and the vendor; and
- 3.7. any other provision in this contract to the contrary. The representative is taken to have complied with the obligations in special condition 3.6 if:
- a. the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - b. the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 3.8. 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.
- 3.9. 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 of *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.
- 3.10. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

### **4. Planning Schemes**

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

### **5. No representations**

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms

affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

**6A GST withholding**

- 6A.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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 6A.2 This special condition 6A applies if the purchaser is 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 special condition 6B is to be taken as relieving the vendor from compliance with section 14-255.
- 6A.3 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.
- 6A.4 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 special condition; and
  - b. ensure that the representative does so.
- 6A.5 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 special 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 special condition;
- despite:
- i. any contrary instructions, other than from both the purchaser and the vendor; and
  - ii. any other provision in this contract to the contrary.
- 6A.6 The representative is taken to have complied with the requirements of special condition 6A.5 if:
- a. settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - b. the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6A.7 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 the settlement is not conducted through an electronic settlement system described in special condition 6A.6. However, if the purchaser gives the bank cheque in accordance with this special condition 6A.7, the vendor must:
  - b. immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and 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.
- 6A.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

- 6A.9 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
  - 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.
- 6A.10 The vendor warrants that:
- 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
  - 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.
- 6A.11 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:
- the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 6A.10 ; or
  - the purchaser's 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.
- 6A.12 This special condition will not merge on settlement.

## **6 Dwelling**

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

## **7 Deposit**

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

## **8 Auction**

The property is offered for sale by auction subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005, or any rules prescribed by regulation which modify or replace those Rules.

## **9 Guarantee**

If a company purchases the property:

- Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

## **10 FIRB Approval**

- 10.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.
- 10.2 If there is a breach of the warranty contained in Special Condition 10.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 10.3 This warranty and indemnity do not merge on completion of this contract.

## **11 Stamp Duty and Unequal Shares**

- 11.1 If there is more than one purchaser it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").

- 11.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 11.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 11.4 This Special Condition will not merge on completion.



## CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

### TITLE

#### 1. Encumbrances

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

#### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

#### 3. Identity of the land

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

#### 4. Services

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

#### 5. Consents

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

#### 6. Transfer

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

#### 7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities**

**Act 2009 (Cth)** applies.

- 7.2** For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6** The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## **8. Builder warranty insurance**

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

## **9. General law land**

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

## **MONEY**

## **10. Settlement**

- 10.1** At settlement:
- (a) the purchaser must pay the balance; and

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

## 11. Payment

- 11.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
  - (a) in cash; or
  - (b) cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

## 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the 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 do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

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

## 14. Loan

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

## 15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## TRANSACTIONAL

### 16. Time

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

### 17. Service

- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.

### 18. Nominee

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

### 19. Liability of signatory

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

### 20. Guarantee

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

### 21. Notices

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

### 22. Inspection

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

### 23. Terms contract

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

### 24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**25. Breach**

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

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

**DEFAULT**

**26. Interest**

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

**27. Default notice**

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

27.2 The default notice must:

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

**28. Default not remedied**

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

## GUARANTEE and INDEMNITY

I/We, ..... of .....

and ..... of .....

being the **Sole Director / Directors** of ..... ACN .....  
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor 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 may incur by reason of any default on the part of the Purchaser. 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 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 for any such payment performance or observance;
- (d) by reason of the Vendor 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 me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said	)	
	)	
Print Name.....	)	.....
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

SIGNED SEALED AND DELIVERED by the said	)	
	)	
Print Name.....	)	.....
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

# **SECTION 32** **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

<b>Vendor:</b>	Deborah Teresa Osborne and Jacqueline Rosemary Sargeant as executors of Sylvia Maria Sargeant (deceased) and Jacqueline Rosemary Sargeant
<b>Property:</b>	19 Lumeah Crescent, Ferntree Gully VIC 3156



**VENDORS REPRESENTATIVE**

Victorian Statewide Conveyancing Pty Ltd  
PO Box 32, Narre Warren VIC 3805  
Tel: 87905488  
Fax: 87949072

Email: [info@victorianstatewide.com.au](mailto:info@victorianstatewide.com.au)

Ref: TG:20230524

### 32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

<b>Provider</b>	<b>Amount (&amp; interest if any)</b>	<b>Period</b>
Knox City Council	\$2456.00	Per annum
South East Water	\$642.76	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

**None to the vendors knowledge**

**Their total does not exceed \$3500.00 p.a**

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

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

### 32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

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

Not Applicable

### 32C LAND USE

(a) RESTRICTIONS

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.

- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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



(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Knox City Council Planning Scheme

Responsible Authority: Knox City Council

Zoning: NRZ – Neighbourhood Residential Zonen – Schedule 4

Planning Overlay/s:

**32D NOTICES**

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- Apart from any matters disclosed in the attached certificates, none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

**32E BUILDING PERMITS**

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

No such Building Permit has been granted to the Vendors knowledge.

**32F OWNERS CORPORATION**

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

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

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
  - land that is to be transferred under the agreement.
  - land on which works are to be carried out under the agreement (other than Crown land).
  - land in respect of which a GAIC is imposed

**32H SERVICES**

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

**32I TITLE**

Attached are the following document/s concerning Title:

1. Register search statement Volume 9308 Folio 103
2. Plan of subdivision 123504

**DATE OF THIS STATEMENT**

	/		/20	
--	---	--	-----	--

**Name of the Vendor**

**Deborah Teresa Osborne and Jacqueline Rosemary Sargeant as executors and Jacqueline Rosemary Sargeant**

**Signature/s of the Vendor**

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

**DATE OF THIS ACKNOWLEDGMENT**

	/		/20	
--	---	--	-----	--

**Name of the Purchaser****Signature/s of the Purchaser**

x

## **IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS**

### **Undischarged mortgages – S32A(a)**

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

### **Terms contracts – S32A(d)**

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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

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

VOLUME 09308 FOLIO 103

Security no : 124105383987R

Produced 14/04/2023 01:28 PM

LAND DESCRIPTION

Lot 143 on Plan of Subdivision 123504.  
PARENT TITLE Volume 09227 Folio 347  
Created by instrument LP123504 27/12/1978

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 59 of a total of 100 equal undivided shares

Sole Proprietor

JACQUELINE ROSEMARY SARGEANT of 19 LUMEAH CRESCENT FERNTREE GULLY VIC 3156  
AS902168D 17/01/2020

As to 41 of a total of 100 equal undivided shares

Joint Proprietors

JACQUELINE ROSEMARY SARGEANT of 19 LUMEAH CRESCENT FERNTREE GULLY VIC 3156  
DEBORAH TERESA OSBORNE of 1 WENDOVER AVENUE BAYSWATER NORTH VIC 3153  
Executor(s) of SYLVIA MARIA SARGEANT deceased  
AW383412X 16/12/2022

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP123504 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AW383412X (E)	TRANSMISSION APPLICATION Registered	21/12/2022

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

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

Street Address: 19 LUMEAH CRESCENT FERNTREE GULLY VIC 3156

ADMINISTRATIVE NOTICES

NIL

eCT Control 18237Q HICKS OAKLEY CHESSELL WILLIAMS  
Effective from 21/12/2022

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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Produced 14/04/2023 01:28:48 PM

Status	Registered	Dealing Number	AW383412X
Date and Time Lodged	16/12/2022 11:28:58 AM		

### Lodger Details

Lodger Code	18237Q
Name	HICKS OAKLEY CHESSELL WILLIAMS
Address	
Lodger Box	
Phone	
Email	
Reference	AD:2212714 Sargeant

## TRANSMISSION APPLICATION

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Estate and/or interest held by deceased

FEE SIMPLE

### Land Title Reference

9308/103

### Deceased Registered Proprietor

Given Name(s)	SYLVIA MARIA
Family Name	SARGEANT

### Applicant

Given Name(s)	JACQUELINE ROSEMARY
Family Name	SARGEANT
Address	
Street Number	19
Street Name	LUMEAH
Street Type	CRESCENT
Locality	FERN TREE GULLY
State	VIC
Postcode	3156



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

Capacity	EXECUTOR
Given Name(s)	DEBORAH TERESA
Family Name	OSBORNE
Address	
Street Number	1
Street Name	WENDOVER
Street Type	AVENUE
Locality	BAYSWATER NORTH
State	VIC
Postcode	3153
Capacity	EXECUTOR

---

The applicant as personal representative applies to be registered as proprietor of the estate and/or interest in the land specified of the deceased.

---

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on	JACQUELINE ROSEMARY SARGEANT
behalf of	DEBORAH TERESA OSBORNE
Signer Name	SARAH LINDSEY
Signer	HICKS OAKLEY CHESSELL WILLIAMS PTY.
Organisation	LTD.
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	08 DECEMBER 2022

---

### File Notes:

NIL

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This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

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**LP123504**

EDITION 1

PARISH OF SCORESBY CHART 127

**PLAN OF SUBDIVISION**

PART OF CROWN ALLOTMENT 48

PARISH OF SCORESBY

COUNTY OF MORNINGTON

SCALE 1:6000  
LENGTHS ARE IN METRES

**APPROPRIATIONS**

PURPLE AND PURPLE HATCHED: SEWERAGE  
BROWN: WAY AND DRAINAGE  
BROWN HATCHED: WAY, DRAINAGE AND SEWERAGE  
BLUE AND BLUE HATCHED: DRAINAGE AND SEWERAGE  
YELLOW, BLUE HATCHED AND PURPLE HATCHED: SUPPLY OF ELECTRICITY

**ENCUMBRANCES & OTHER NOTATIONS**

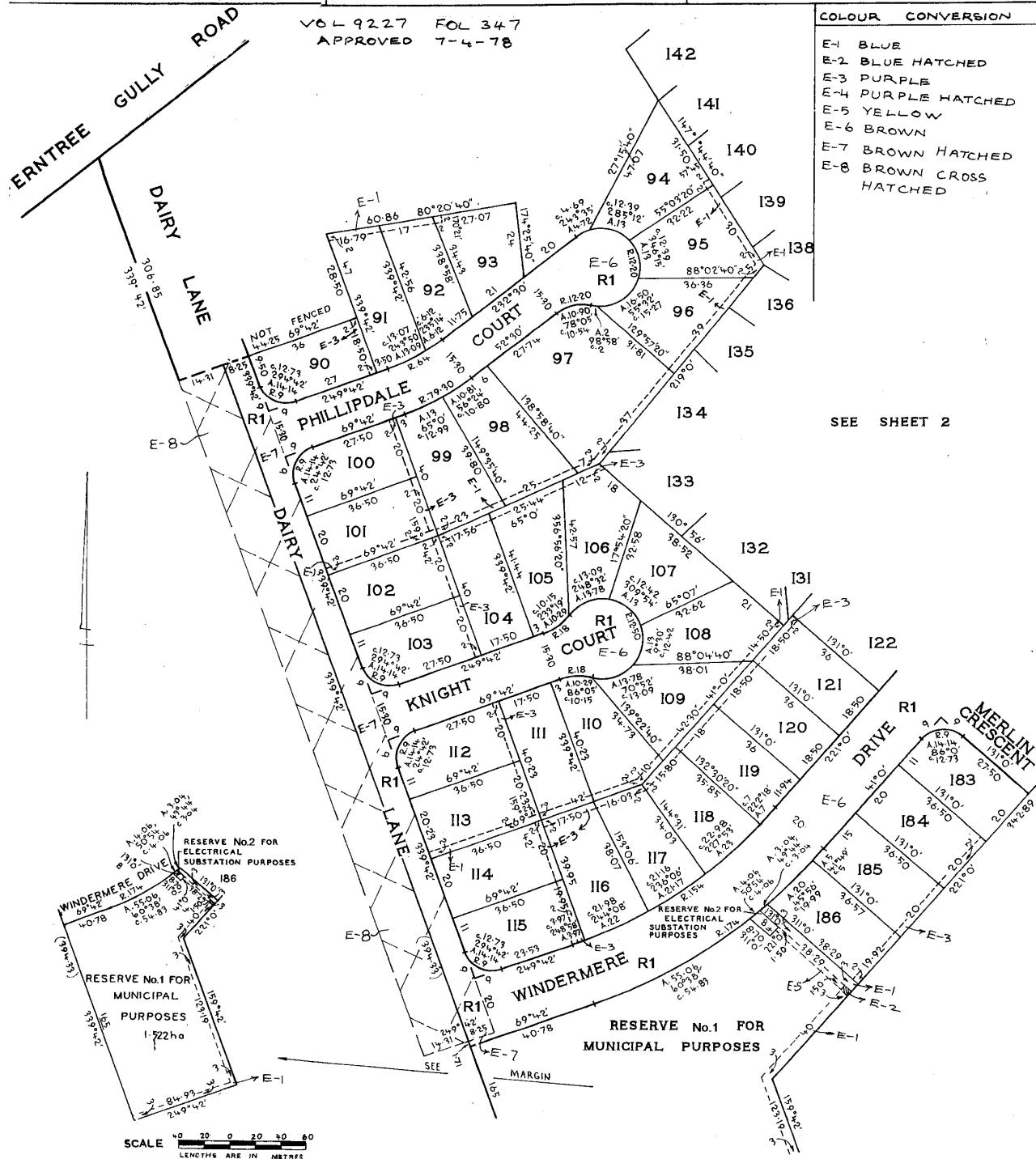
THE LAND COLOURED BROWN-HATCHED IS ENCUMBERED BY EASEMENTS OF WAY, DRAINAGE, AND SEWERAGE VIDE F976664 & WAY AND DRAINAGE VIDE P.S. 122341  
THE LAND COLOURED BROWN-CROSS HATCHED IS AN APPURTENANT WAY, DRAINAGE AND SEWERAGE EASEMENT  
LOTS 1 TO 89 BOTH INCLUSIVE HAVE BEEN OMITTED FROM THIS PLAN  
REFERENCE MARKS, IRON PIPES 0.3m LONG HAVE BEEN PLACED AT ALL ROAD INTERSECTIONS

VOL 9227 FOL 347  
APPROVED 7-4-78

**COLOUR CONVERSION**

E-1 BLUE  
E-2 BLUE HATCHED  
E-3 PURPLE  
E-4 PURPLE HATCHED  
E-5 YELLOW  
E-6 BROWN  
E-7 BROWN HATCHED  
E-8 BROWN CROSS HATCHED

SEE SHEET 2



SHEET 1 OF 2 SHEETS



LP123504

PLAN OF SUBDIVISION

PART OF CROWN ALLOTMENT 48

PARISH OF SCORESBY  
COUNTY OF MORNINGTON

SCALE 1:1000  
LENGTHS ARE IN METRES

VOL 9227 FOL 347

APPROPRIATIONS

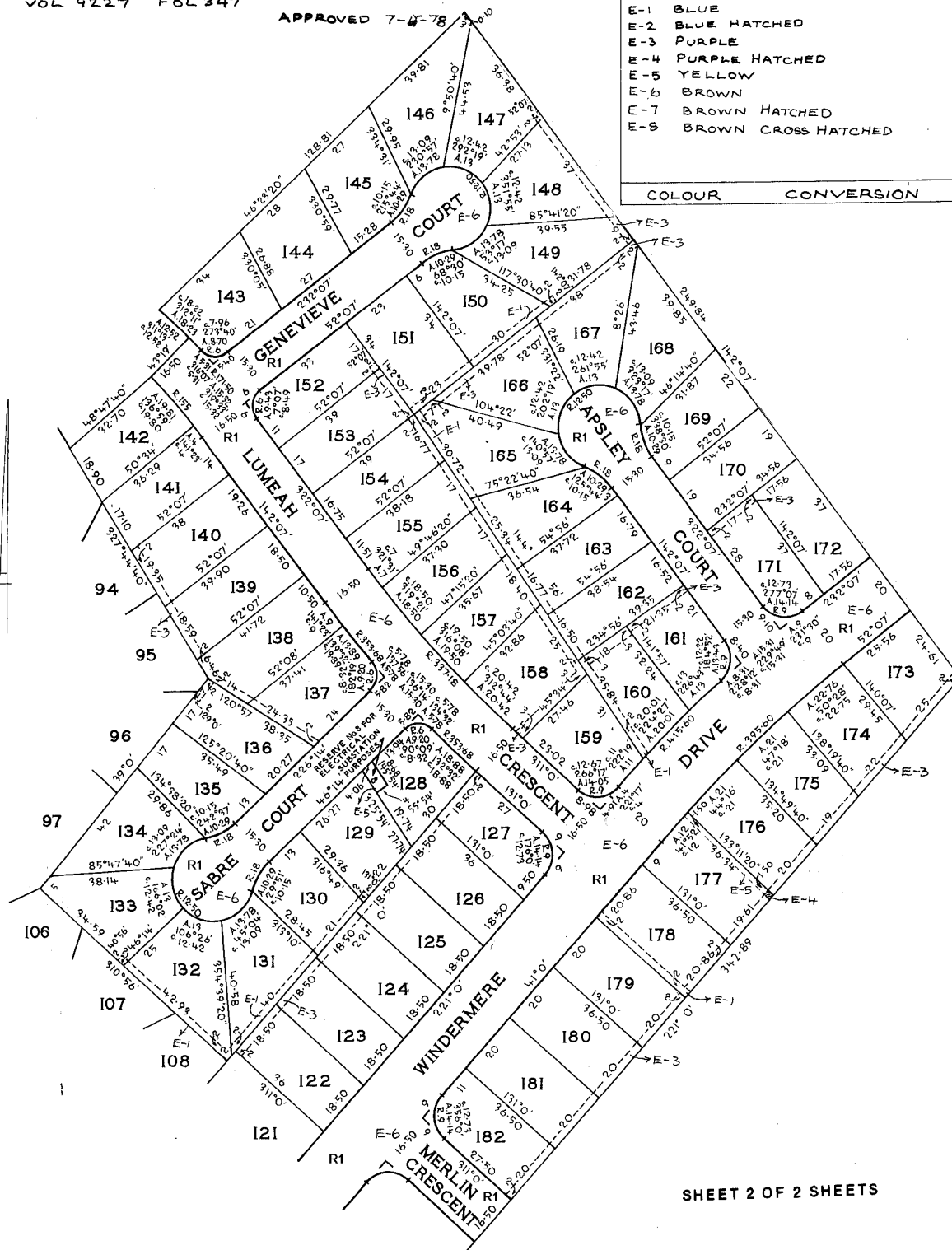
PURPLE, AND PURPLE HATCHED: SEWERAGE  
BROWN: WAY AND DRAINAGE  
BROWN HATCHED: WAY, DRAINAGE AND SEWERAGE  
YELLOW, BLUE HATCHED AND PURPLE HATCHED:  
SUPPLY OF ELECTRICITY  
BLUE AND BLUE HATCHED: DRAINAGE AND  
SEWERAGE

ENCUMBRANCES &  
OTHER NOTATIONS

THE LAND COLOURED BROWN-HATCHED IS ENCUMBERED BY  
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F975664 AND WAY & DRAINAGE VIDE P.S. 122341  
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APPURTENANT WAY, DRAINAGE AND SEWERAGE EASEMENT  
LOTS 1 TO 89 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM  
THIS PLAN  
REFERENCE MARKS, IRON PIPES 0.3m LONG HAVE  
BEEN PLACED AT ALL ROAD INTERSECTIONS.

E-1 BLUE  
E-2 BLUE HATCHED  
E-3 PURPLE  
E-4 PURPLE HATCHED  
E-5 YELLOW  
E-6 BROWN  
E-7 BROWN HATCHED  
E-8 BROWN CROSS HATCHED

COLOUR CONVERSION



SHEET 2 OF 2 SHEETS

**LAND INFORMATION CERTIFICATE**  
**SECTION 121 LOCAL GOVERNMENT ACT 2020**  
**LOCAL GOVERNMENT (LAND INFORMATION) REGULATIONS 2021**

**Victorian Statewide Conveyancing**  
**PO Box 32**  
**NARRE WARREN VIC 3805**

**APPLICANT REFERENCE:** 20230524:43531  
**DATE:** 17-Apr-2023  
**CERTIFICATE NO.** 97172



**BILLER CODE:** 18077  
**REF. NO.** 1535062



This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by law of the Council.

This certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant Authority.

A fee may be charged for such information.

**ASSESSMENT NO:** 1535062

**PROPERTY LOCATION:** 19 Lumeah Crescent  
 FERNTREE GULLY VIC 3156

**VALUATIONS**

**SITE VALUE:** \$745,000

**CAPITAL IMPROVED VALUE:** \$855,000

**NET ANNUAL VALUE:** \$42,750

**RELEVANT DATE:** 01/01/2022

**OPERATIVE DATE:** 01/07/2022

**CONFIRMATION OF RATES & CHARGES SHOWN ON THIS CERTIFICATE WILL BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.**

**CERTIFICATE SHOULD BE UPDATED IMMEDIATELY PRIOR TO SETTLEMENT. INCORRECT SETTLEMENT CHEQUES MAY BE RETURNED.**

**PROPERTY RATES & CHARGES FOR THE FINANCIAL YEAR ENDING 30/6/2023**

<u>RATES &amp; CHARGES</u>	<u>LEVIED</u> \$	<u>BALANCE</u> \$
ARREARS (RATES, WASTE, INTEREST, FSPL, LLCC) B/F 30/6/2022 <b>DUE AND PAYABLE IMMEDIATELY</b>		<b>\$0.00</b>
INTEREST	\$0.00	
LEGAL COSTS	\$0.00	
GENERAL RATES	\$1,308.70	
OPTIONAL GARBAGE CHARGES	\$96.00	
RESIDENTIAL GARBAGE CHARGE	\$298.00	
OPTIONAL GREEN WASTE	\$100.00	
STATE GOVT FIRE SERVICES PROPERTY LEVY	\$162.30	
<b>SUB TOTAL RATES AND CHARGES DUE</b>	<b>\$1,965.00</b>	<b>\$1,965.00</b>
PENSION REBATE	\$0.00	
RECEIPTS	\$-1,474.00	
<b>TOTAL RATES AND CHARGES DUE</b>		<b>\$491.00</b>

**SPECIAL RATES /SPECIAL CHARGES**

		\$0.00
--	--	--------

**OPEN SPACE CONTRIBUTION**

<b>TOTAL OUTSTANDING</b>		<b>\$ 491.00</b>
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**RATES NOT BEING PAID BY INSTALMENTS ARE DUE AND PAYABLE IN FULL BY 15 FEBRUARY 2023 AND INTEREST AT THE RATE OF 10% WILL CONTINUE TO ACCRUE ON ANY OVERDUE RATES AND CHARGES UNTIL PAID IN FULL**

**LAND INFORMATION CERTIFICATE  
SECTION 121 LOCAL GOVERNMENT ACT 2020  
LAND INFORMATION CERTIFICATE REGULATIONS 2021**

**CERTIFICATE NO:** 97172

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

**PROPERTY LOCATION**      LOT 143 LP 123504

**NOTICES AND ORDERS**

There are no conditions associated with this property.

**FLOOD LEVEL**

THIS COUNCIL DOES NOT SPECIFY FLOOD LEVELS  
Information in regard to any designated Flood Level may be obtained from Land Development Team Melbourne Water.

**POTENTIAL LIABILITIES**

Notices and Orders issued as described above:

**NOTE: Directions to clear FIRE HAZARDS will be issued to all owners of vacant land during the high fire danger period. Although there may be no charge shown on this Certificate it is possible that a charge will exist by the settlement date.**

**ADDITIONAL INFORMATION**

I acknowledge having received the sum of \$27.80 being the fee for this certificate.



Delegated Officer: ..... Authorised By: S Furnston

Victorian Statewide Conveyancing Pty  
Ltd  
E-mail:  
tania@victorianstatewide.com.au

Statement for property:  
LOT 143 19 LUMEAH CRESCENT  
FERNTREE GULLY 3156  
143 LP 123504

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
56O//17794/22	20230524	14 APRIL 2023	43855421

## 1. Statement of Fees Imposed

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

### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/07/2022 to 30/06/2023	\$81.60
<b>Melbourne Water Corporation Total Service Charges</b>	01/04/2023 to 30/06/2023	\$27.42

### (b) By South East Water

<b>Water Service Charge</b>	01/04/2023 to 30/06/2023	\$20.93
<b>Sewerage Service Charge</b>	01/04/2023 to 30/06/2023	\$91.94
<b>Subtotal Service Charges</b>		<b>\$221.89</b>
<b>Payments</b>		\$81.60
<b>TOTAL UNPAID BALANCE</b>		<b>\$140.29</b>

- The meter at the property was last read on 12/01/2023. Fees accrued since that date may be estimated by reference to the following historical information about the property:

<b>Water Usage Charge</b>	<b>\$0.18 per day</b>
<b>Sewage Disposal Charge</b>	<b>\$0.05 per day</b>

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

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

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

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

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

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

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

## 2. Encumbrance Summary

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

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

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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

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

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

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

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

**Important Warnings**

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

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

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

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

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

### 3. Disclaimer

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

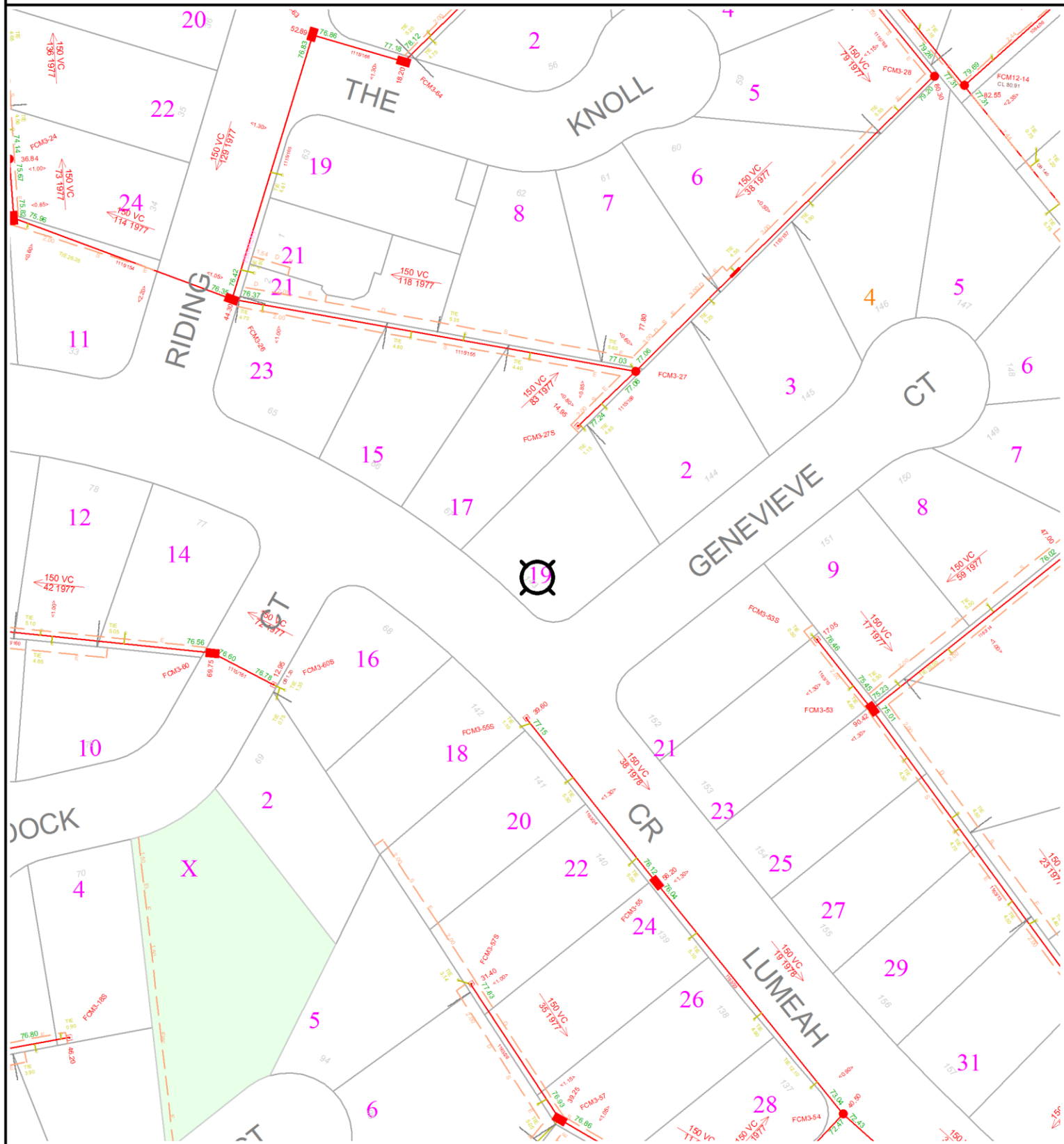
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

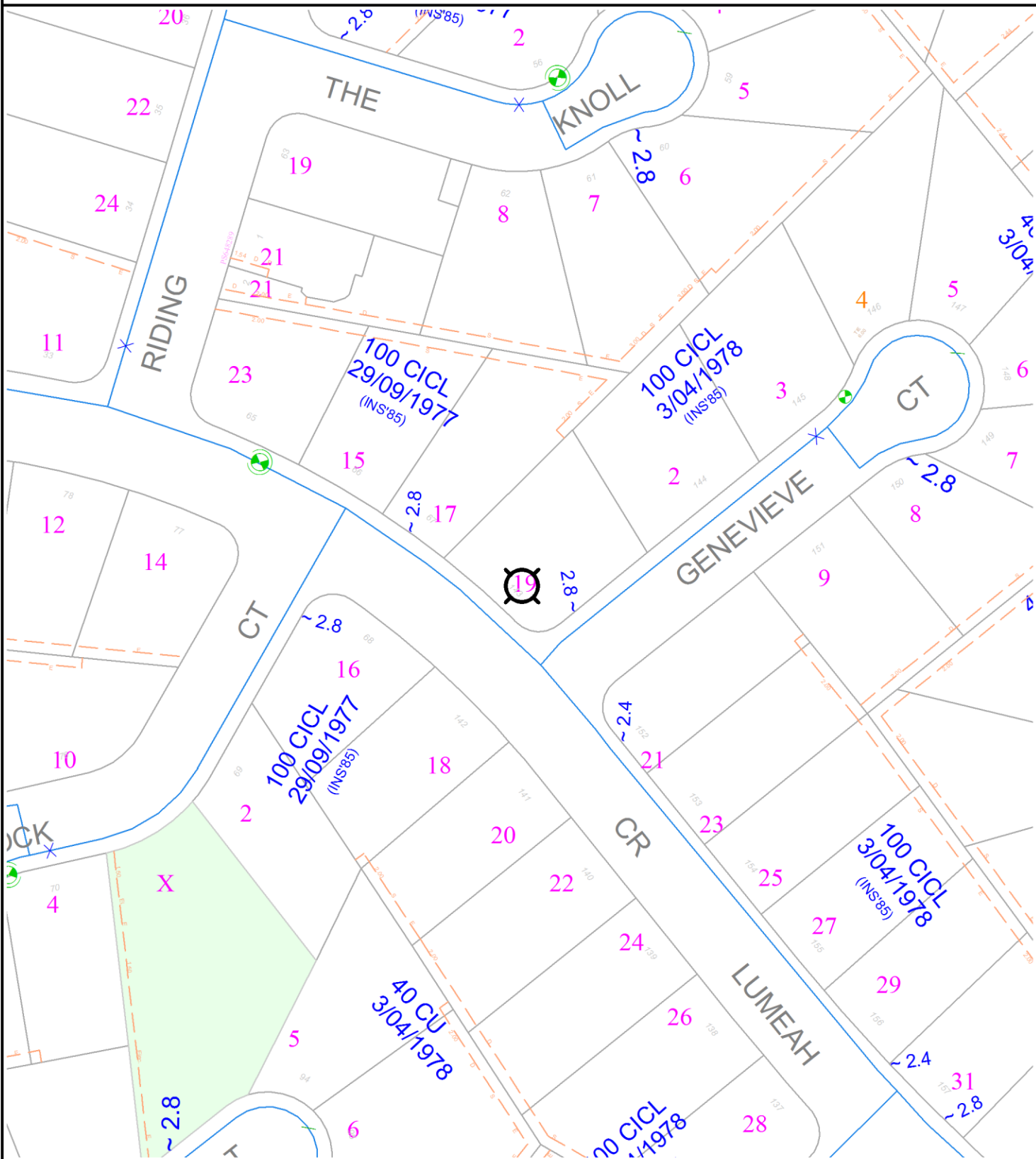
**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



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

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

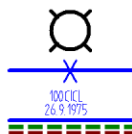




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## LEGEND

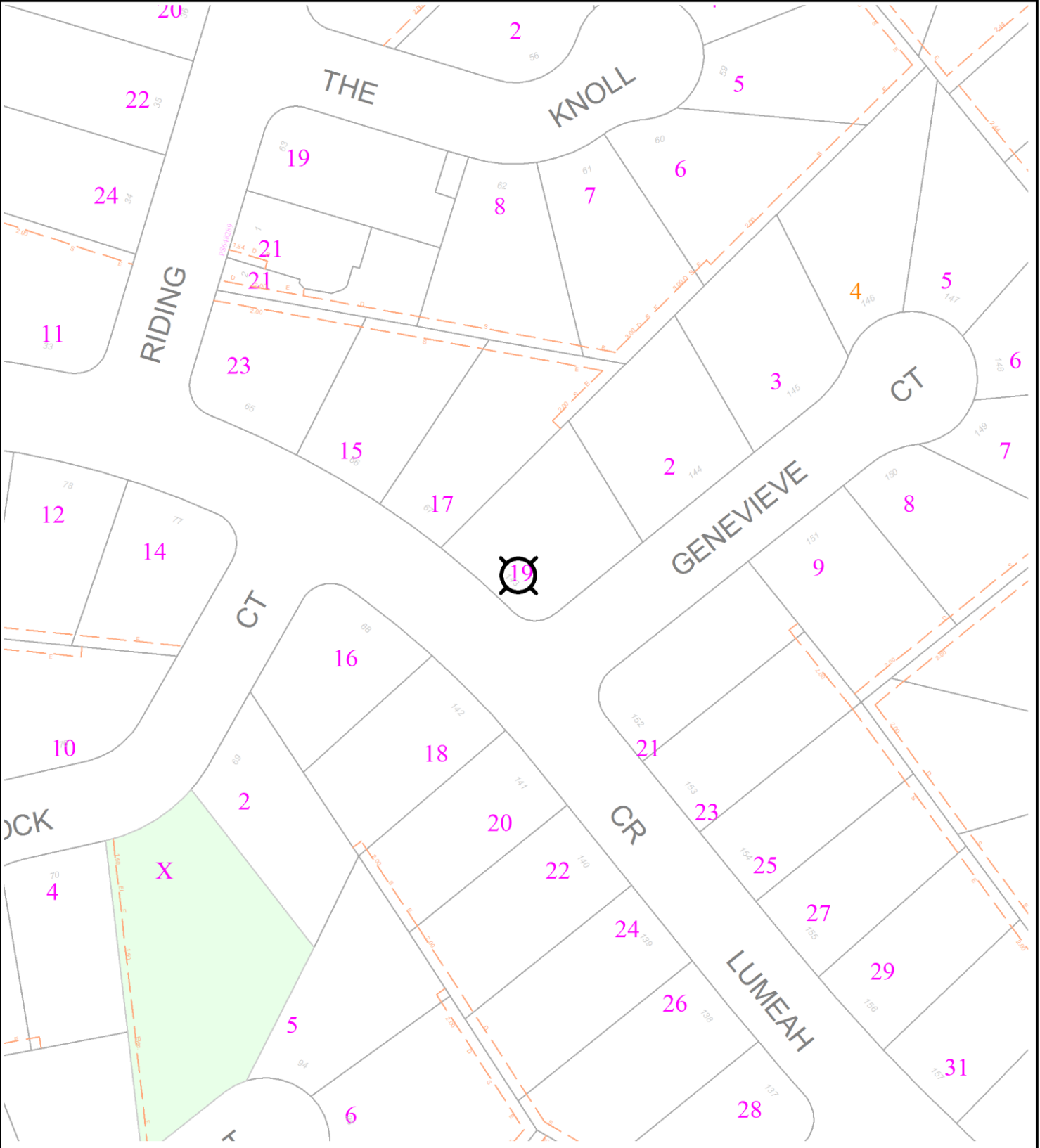
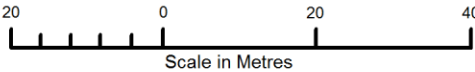
- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary





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

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

Property Clearance Certificate  
Taxation Administration Act 1997



VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	20230524
Certificate No:	63483471
Issue Date:	18 APR 2023
Enquiries:	PXS9

Land Address:	19 LUMEAH CRESCENT FERNTREE GULLY VIC 3156
---------------	--

Land Id	Lot	Plan	Volume	Folio	Tax Payable
3644245			9308	103	\$0.00

Vendor: JACQUELINE SARGEANT & DEBORAH OSBORNE  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MISS JACQUELINE ROSEMARY SARGE	2023	\$745,000	\$0.00	\$0.00	\$0.00

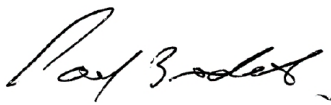
Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$855,000
SITE VALUE:	\$745,000
AMOUNT PAYABLE:	\$0.00



# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

**Certificate No:** 63483471

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,700.00

Taxable Value = \$745,000

Calculated as \$975 plus ( \$745,000 - \$600,000) multiplied by 0.500 cents.

---

## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 63483471

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 63483471

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

14 April 2023

**Property Information Certificate**  
BUILDING ACT 1993  
**Building Regulations 2018 (Regulation 51)**

Victorian Statewide Conveyancing  
PO Box 32  
NARRE WARREN VIC 3805



<b>Property Address:</b>	Lot: 143 No: 19 Lumeah Crescent, FERNTREE GULLY VIC 3156
<b>Your Ref:</b>	Building Search Certificate Reg 51 (1)
<b>Council Ref:</b>	PIC/2023/579

Details of any building permits issued in the preceding ten (10) years:

<b>Council File Reference No:</b>	<b>Building Permit Date of Issue:</b>	<b>Description of Building Works:</b>	<b>Occupancy Permit/ Final Certificate No:</b>	<b>Approval Date of Issue:</b>
No discoveries have been made.				

Are there any outstanding <b>Building Orders or Notices</b> issued against the property?		<b>NO</b>
--	--	-----------

We trust the above information will be of assistance. For further information, please contact us on 03 9298 8125.

Regards,

Business Support - City Planning and Building  
Knox City Council

For further information about this property you can also visit:

[Property and parcel search \(land.vic.gov.au\)](https://land.vic.gov.au)



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Victorian Statewide Conveyancing C/- Triconvey2 (Reseller)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 422875

NO PROPOSALS. As at the 14th April 2023, 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®.

19 LUMEAH CRESCENT, FERNTREE GULLY 3156  
CITY OF KNOX

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: 14th April 2023

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 68561459 - 68561459155245 '422875'**

# PROPERTY REPORT

19 Lumeah Crescent, Ferntree Gully Vic 3156

## Details

### LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 143 LP123504

### LOCAL GOVERNMENT (COUNCIL)

Knox

### LEGAL DESCRIPTION

143 \ LP123504

### COUNCIL PROPERTY NUMBER

153506

### LAND SIZE

740m² Approx

### FLOOR AREA

101m² Approx

### ORIENTATION

East

### FRONTAGE

19.56m Approx

### ROOF MATERIAL

Unavailable

### WALL MATERIAL

Unavailable

### HOUSE

 3  1  5

### YEAR BUILT

Unavailable

### ZONES

NRZ - Neighbourhood Residential Zone - Schedule 4

### OVERLAYS

N/A

## State Electorates

### LEGISLATIVE COUNCIL

North-Eastern Metropolitan Region

### LEGISLATIVE ASSEMBLY

Bayswater District

## Schools

### CLOSEST PRIVATE SCHOOLS

St Mary's College for the Deaf (2352 m)  
Holy Trinity School (2381 m)  
St Andrews Christian College (2582 m)

### CLOSEST PRIMARY SCHOOLS

Mountain Gate Primary School (782 m)

### CLOSEST SECONDARY SCHOOLS

Fairhills High School (2140 m)

## Burglary Statistics

### POSTCODE AVERAGE

1 in 115 Homes

### STATE AVERAGE

1 in 76 Homes

### COUNCIL AVERAGE

1 in 111 Homes

## Council Information - Knox

### PHONE

03 9298 8125 (Knox)

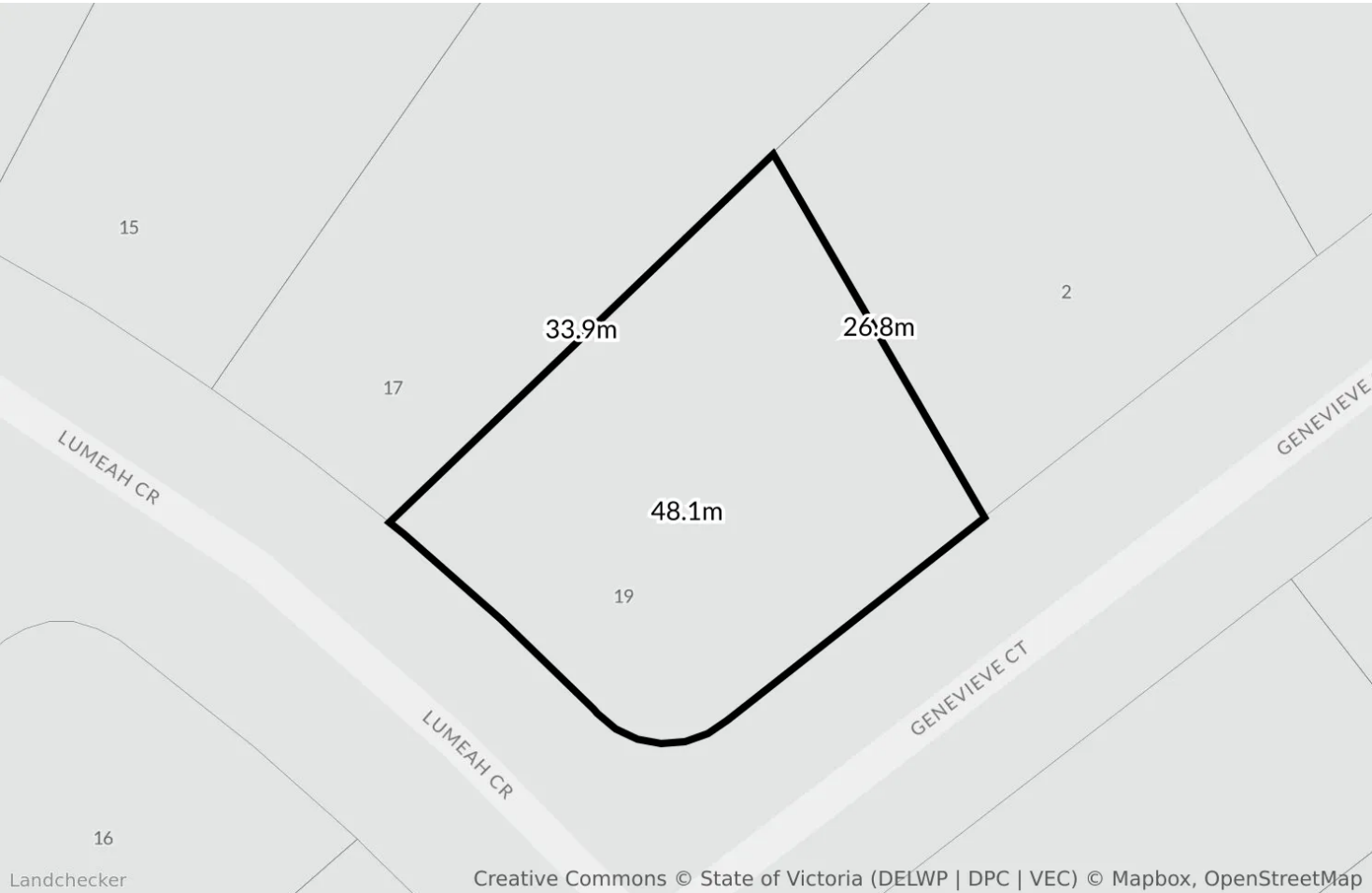
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# RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

19 Lumeah Crescent, Ferntree Gully Vic 3156

Status	Code	Date	Description
APPROVED	VC221	11/04/2023	The amendment facilitates all-electric developments to support implementation of Victorias Climate Change Strategy 2021 (Strategy) and Gas Substitution Roadmap 2022 (Roadmap). The amendment changes the Victoria Planning Provisions (VPP) and all planning schemes by amending clauses that require developments to be connected to reticulated gas and amending the referral requirements.
APPROVED	VC190	11/04/2023	Introduces a new particular provision, Victorias Big Housing Build at clause 52.20 of the Victoria Planning Provisions and all planning schemes. Clause 52.20 removes the need for a planning permit to develop a housing project if funded under Victorias Big Housing Build and supported by the Director of Housing. It amends clause 72.01 to specify the Minister for Energy, Environment, and Climate Change to be the responsible authority.
APPROVED	VC193	11/04/2023	The amendment amends clause 52.18 (State of emergency exemption) to support Victorias social and economic recovery from the coronavirus (COVID-19) pandemic through temporary planning scheme and permit condition exemptions that enable outdoor dining and facilitate the reopening and safe operation of restaurants and other food and drink businesses.
APPROVED	VC152	11/04/2023	The amendment delivers on commitments of the Victorian Governments housing strategy Homes for Victorians (2017) through the introduction of permit exemptions for community care accommodation to enable the streamlined renewal and development of these facilities. The amendment delivers on Actions 1 and 3 of the Government Response to establish planning policy for the management of land for major hazard facilities and their respective buffer distances. The amendment also implements a new particular provision to support a simpler and streamlined assessment process for residential aged care facilities.
APPROVED	VC213	11/04/2023	Amendment VC213 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to ensure consistency with existing requirements under the Melbourne Strategic Assessment (MSA) Program to achieve specific biodiversity outcomes within Melbournes growth corridors.
APPROVED	VC231	05/04/2023	Amendment VC231 amends existing planning permit exemption thresholds for dwelling extensions, out-buildings and buildings

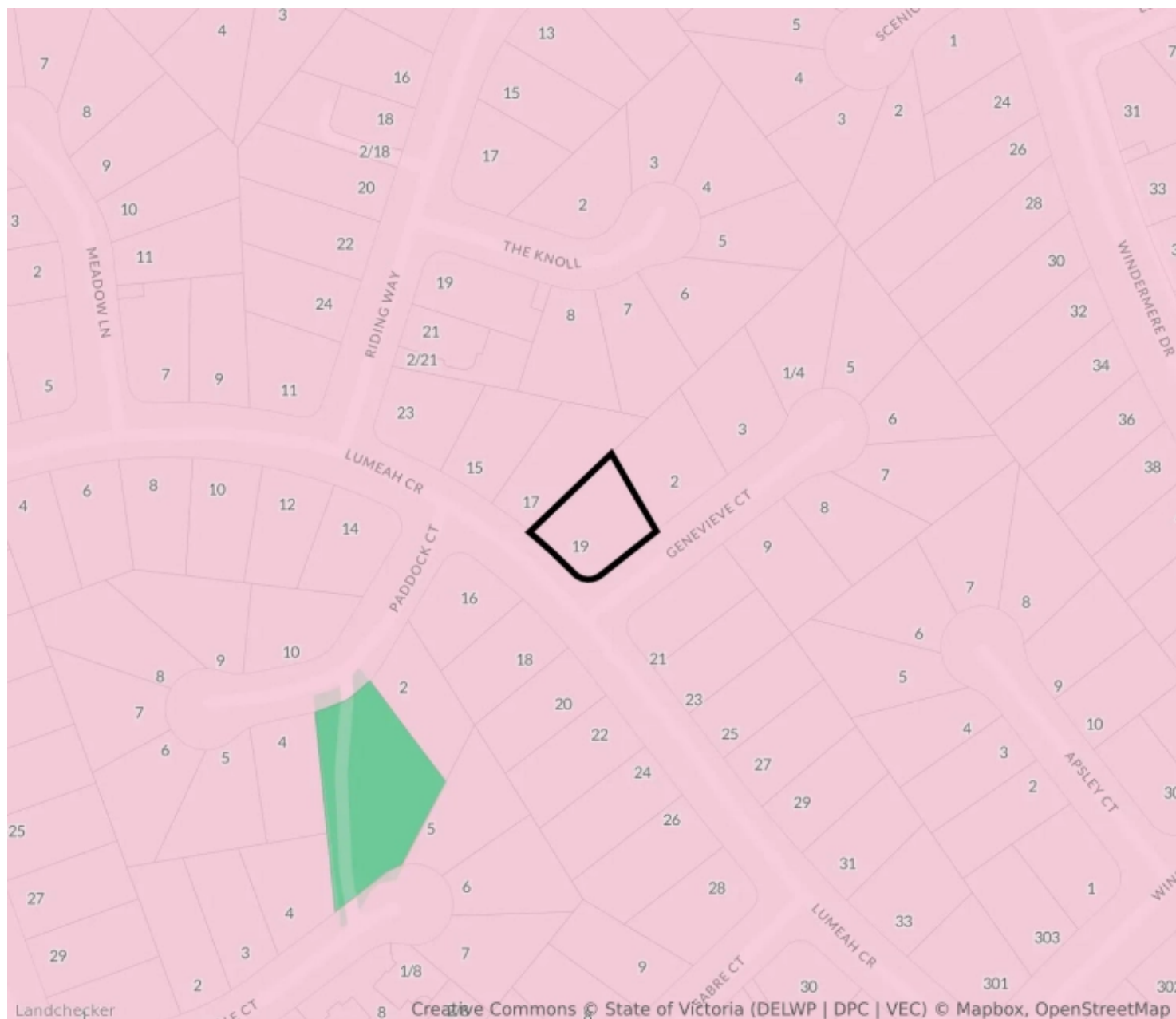


Status	Code	Date	Description
			used for agriculture in clauses 35.03 (Rural Living Zone), 35.07 (Farming Zone) and 35.08 (Rural Activity Zone).
APPROVED	VC223	21/03/2023	Amends clause 73.01 (General terms) of the VPP and all planning schemes to define Minister for Planning to mean a Minister for the time being administering the P&E Act.
APPROVED	VC229	20/03/2023	The amendment makes changes to the Victoria Planning Provisions and all planning schemes to correct obvious or technical errors and ensure they are current.
APPROVED	GC76	03/03/2023	Restoring higher building heights specified in overlays through the schedule to the General Residential Zone where there is a variation. The introduction of new mandatory maximum building height of 11 metres and a maximum of 3 storeys in the General Residential Zone has created an overlap in building heights.
APPROVED	VC215	02/03/2023	The amendment implements the Melbourne Industrial and Land Use Plan (MICLUP) (Department of Environment, Land, Water and Planning, 2020) in the Planning Policy Framework.
APPROVED	VC012	18/01/2023	Makes changes to the SPPF, LPPF, Zones, Overlays, Particular Provisions, Definitions and list of Incorporated documents based on the general review of residential development provisions and the recommendations of the ResCode Advisory Committee. The changes include the introduction of schedules to four residential zones, a Neighbourhood Character Overlay, new residential development provisions in Clauses 54, 55 and 56 for dwellings and subdivision, and transitional arrangements for subdivision, medium-density housing and residential buildings. Corrects an inconsistency between Amendment S74 and the VPP in relation to public open space contributions in subdivision. Clarifies the definition of Trade supplies.
APPROVED	VC014	18/01/2023	Makes corrections to the Residential 1 Zone, Clause 54.04 and Clause 55.04.

# PROPOSED PLANNING SCHEME AMENDMENTS

19 Lumeah Crescent, Ferntree Gully Vic 3156

Status	Code	Date	Description
PROPOSED	C192knox	06/04/2023	The amendment seeks to implement the objectives and strategies of the Boronia Renewal Strategy 2019 (revised 2021) through the application of local policies and other consequential changes to the Knox Planning Scheme and by making changes to zones and overlays to land within the Boronia Major Activity Centre.
PROPOSED	C189knox	20/03/2023	The amendment proposes to rezone land in Rowville from the Neighbourhood Residential Zone ? Schedule 4 (NRZ4) to the proposed Neighbourhood Residential Zone ?Schedule 9 (NRZ9) to provide a transition in built-form between the adjacent Low Density Residential Zone and the surrounding residential subdivision pattern.
APPROVED	GC204	15/03/2023	The amendment makes administrative changes to the Banyule, Boroondara, Cardina, Casey, Kingston, Knox, Manningham, Nillumbik, Whittlesea and Yarra planning schemes in relation to the Metropolitan Parks Public Acquisition Overlay Program and Suburban Parks Program.



#### NRZ4 – Neighbourhood Residential Zone – Schedule 4

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To recognise areas of predominantly single and double storey residential development.

To manage and ensure that development respects the identified neighbourhood character, heritage, environmental or landscape characteristics.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.09 Neighbourhood Residential Zone

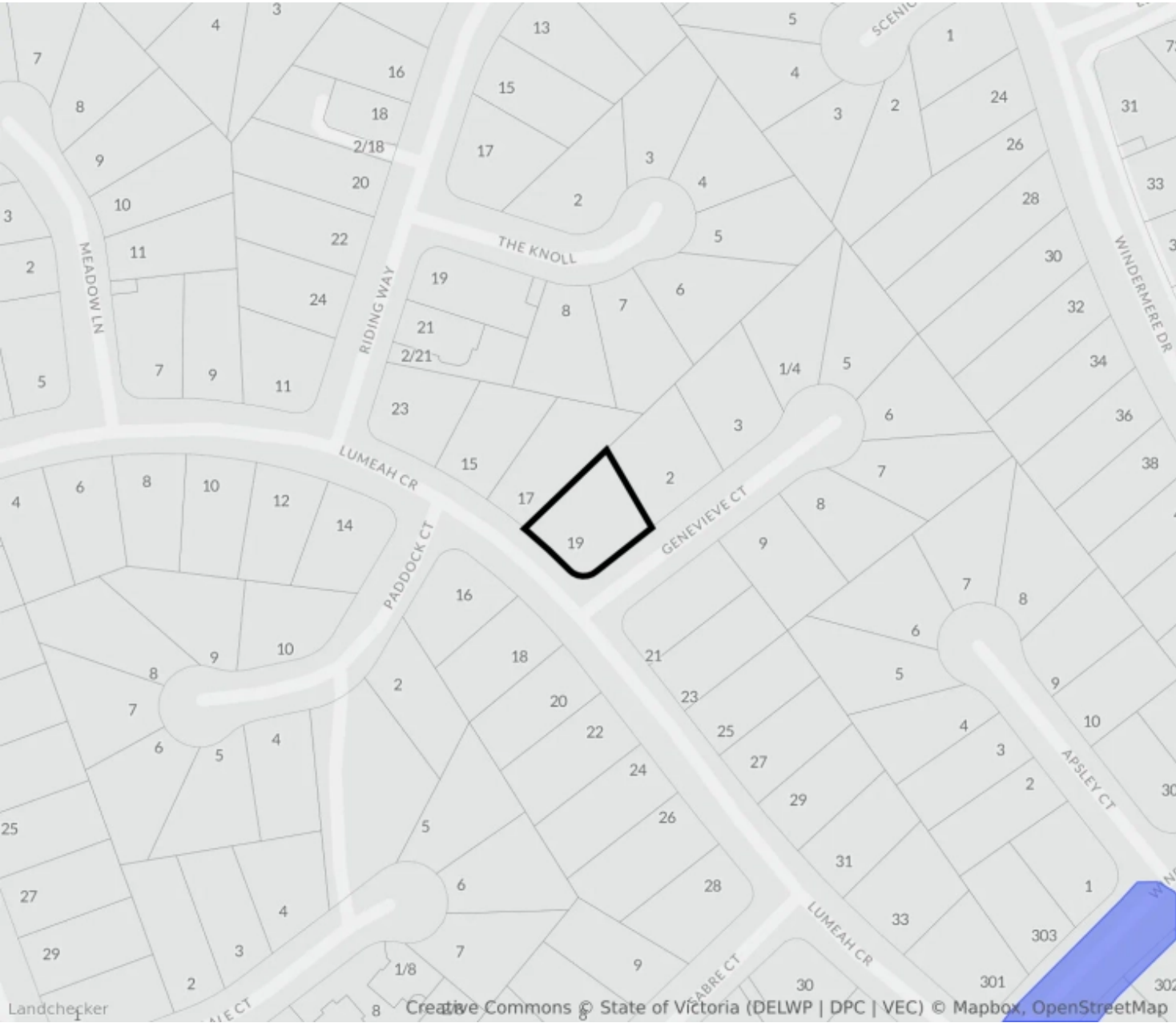
None specified

LPP 32.09 Schedule 4 To Clause 32.09 Neighbourhood Residential Zone

For confirmation and detailed advice about this planning zone, please contact KNOX council on 03 9298 8125.

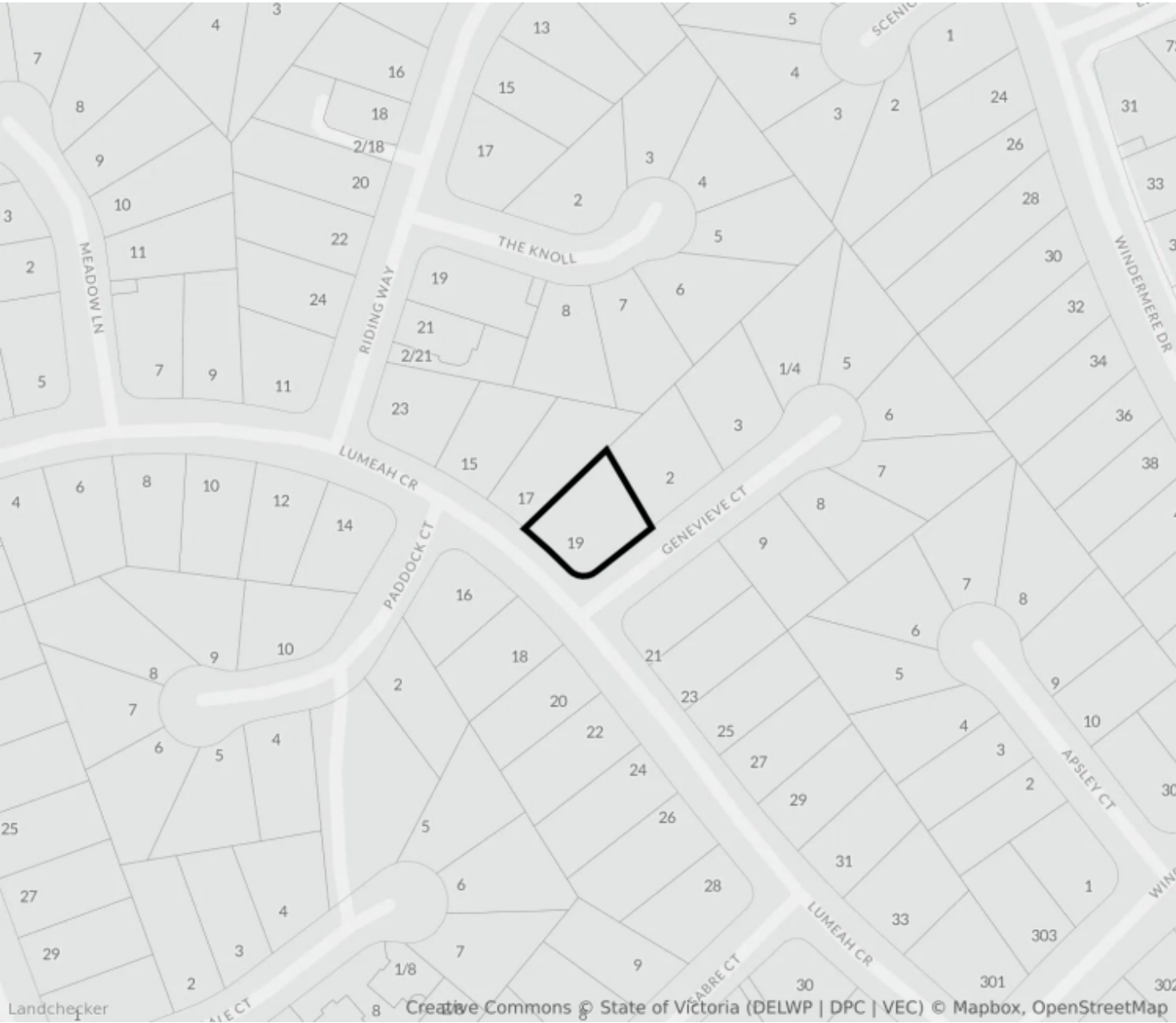
#### Other nearby planning zones

PPRZ – Public Park And Recreation Zone



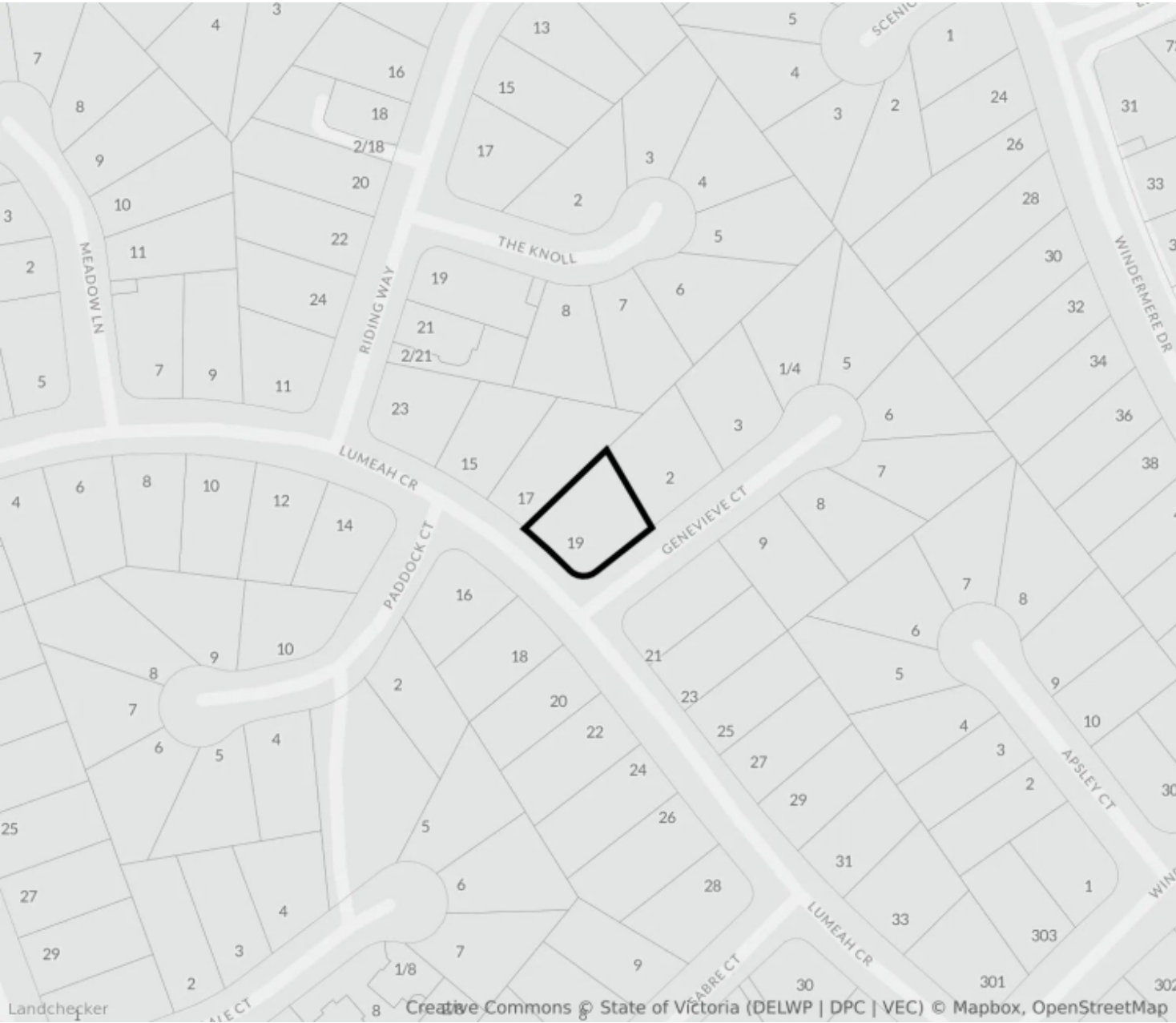
**SBO - Special Building Overlay**

For confirmation and detailed advice about this planning overlay, please contact KNOX council on 03 9298 8125.



**Aboriginal Cultural Heritage Sensitivity**

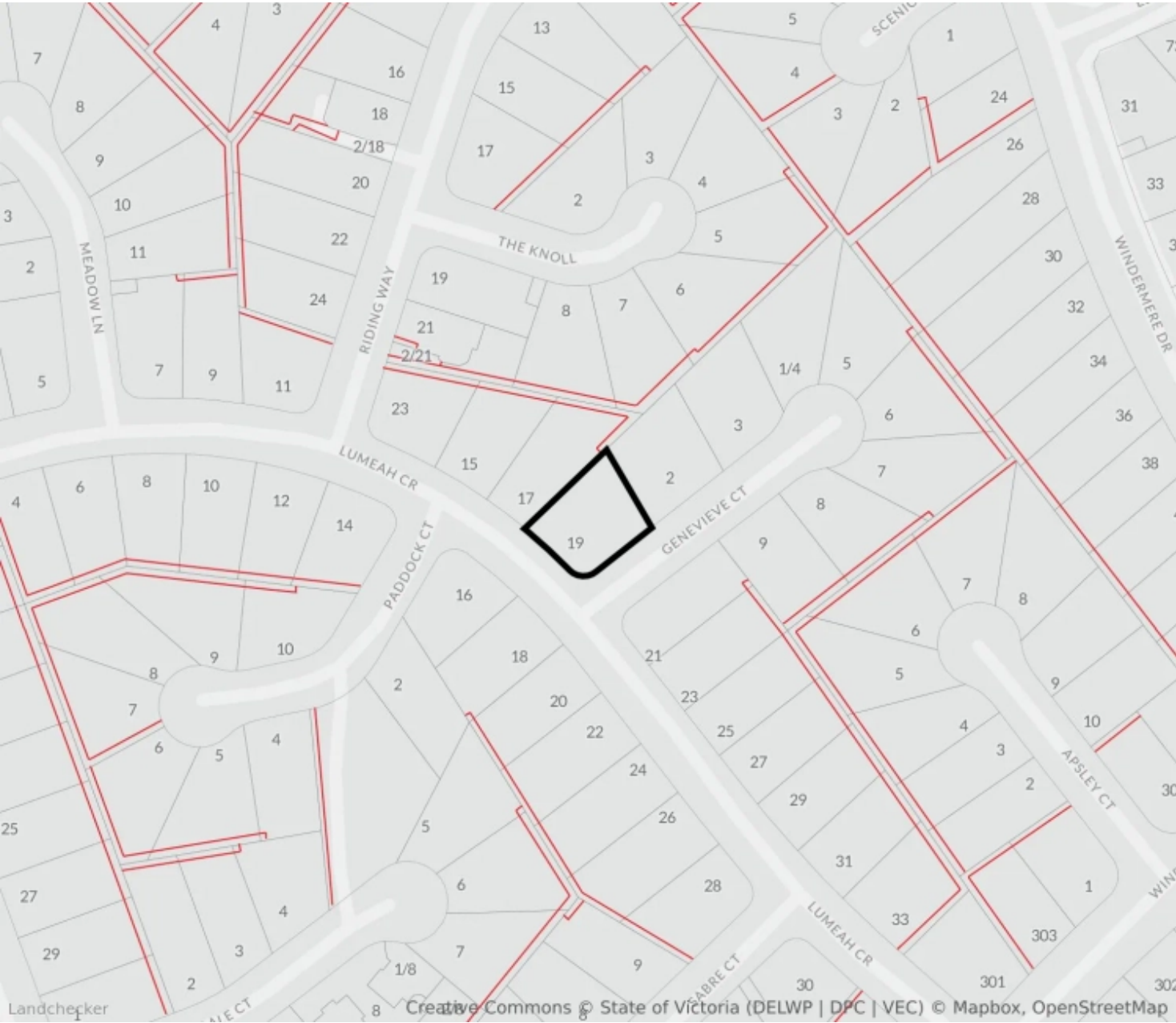
This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.  
For confirmation and detailed advice about the cultural sensitivity of this property, please contact KNOX council on 03 9298 8125.



**Bushfire Prone Area**

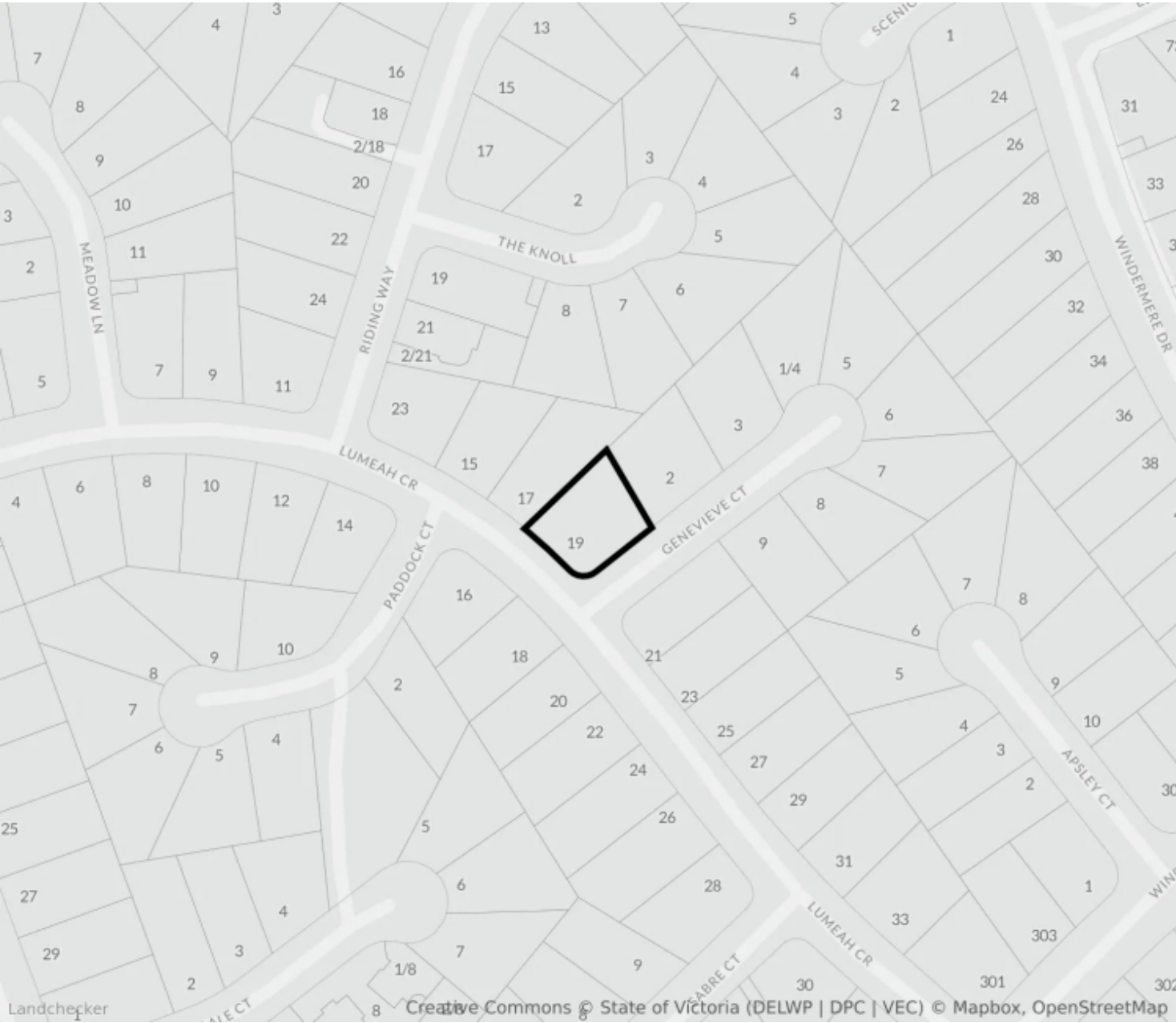
This property is not within a zone classified as a bushfire prone area.  
For confirmation and detailed advice about the bushfire prone area of this property, please contact KNOX council on 03 9298 8125.





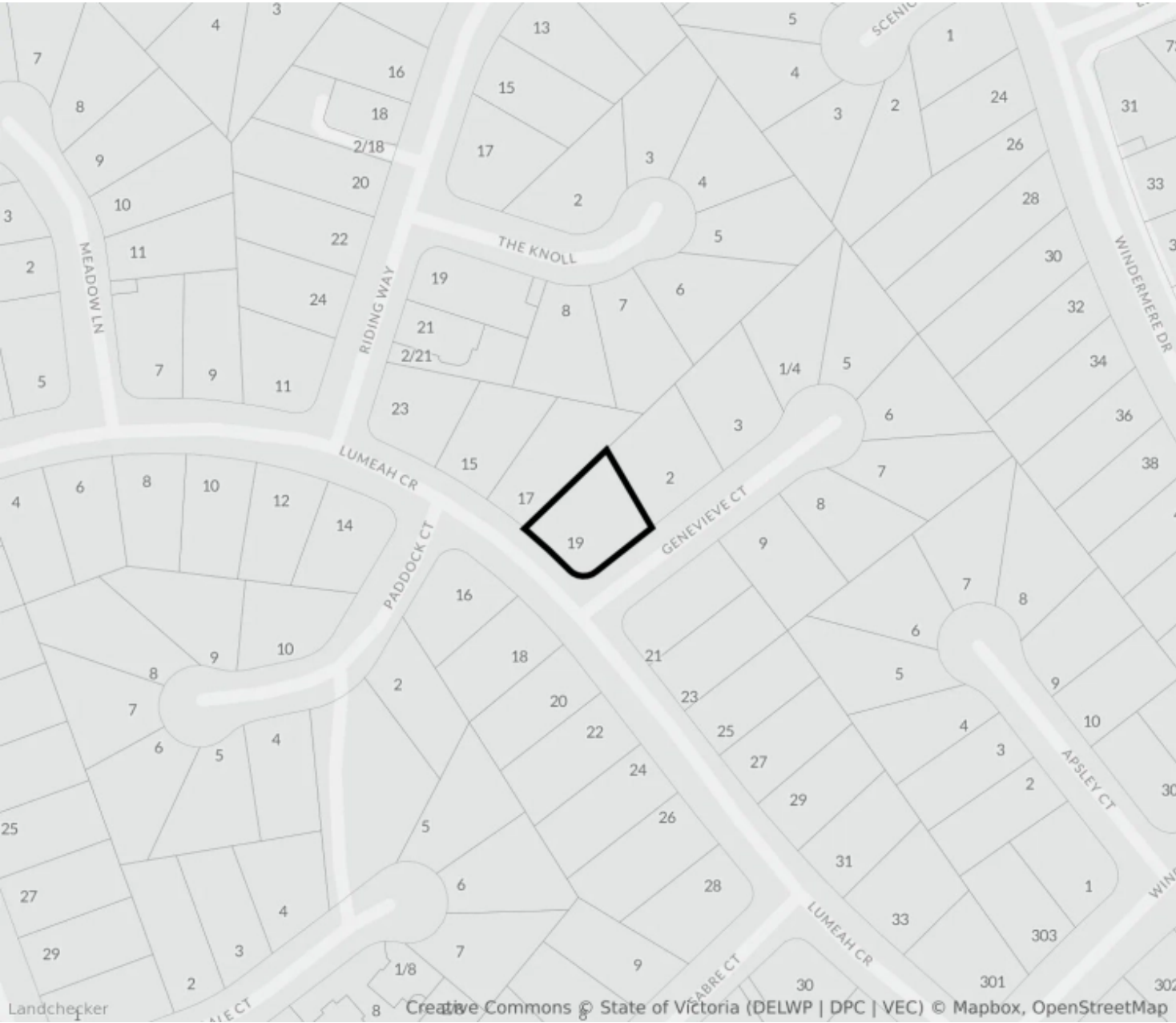
**Easements**

The easement displayed is indicative only and may represent a subset of the total easements.  
For confirmation and detailed advice about the easement on or nearby this property, please contact KNOX council on 03 9298 8125.



No planning permit data available for this property.





No planning permit data available for nearby properties.

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# Due Diligence Checklist

## What you need to know before buying a residential property

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

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

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

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

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

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

#### ***Soil and groundwater contamination Has previous land use affected the soil or groundwater?***

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

### Land boundaries

#### ***Do you know the exact boundary of the property?***

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

### Planning controls

#### ***Can you change how the property is used, or***

### ***the buildings on it?***

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

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

### ***Are there any proposed or granted planning permits?***

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

### **Safety**

#### ***Is the building safe to live in?***

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

### **Building permits**

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

There are laws and regulations about how buildings and retaining walls are constructed,

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

### ***Are any recent building or renovation works covered by insurance?***

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

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

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