

# Contract of Sale of Land

Property address: 1 HIAH CLOSE, GREENSBOROUGH VIC 3088

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, the General Conditions and any Special Conditions in that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

[Section 31](#) of the Sale of Land Act 1962

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

You must either give the vendor or their agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or their 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\(1A\)](#) of the Sale of Land Act 1962

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

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

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

- A copy of the section 32 statement required to be given by a vendor under [section 32](#) of the Sale of Land Act 1962 in accordance with [Division 2 of Part II](#) of that Act; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

Name:

On \_\_\_ / \_\_\_ /20 \_\_\_

\_\_\_\_\_  
*Print name of person signing.*

*State nature of authority if applicable.*

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

**SIGNED BY THE VENDOR**

Name: Agata Spina

On \_\_\_ / \_\_\_ /20 \_\_\_

\_\_\_\_\_  
*Print name of person signing.*

*State nature of authority if applicable.*

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

## PARTICULARS OF SALE

### VENDOR'S AGENT

|         |                                  |       |  |
|---------|----------------------------------|-------|--|
| Name    | Harcourts Rata & Co              | Phone |  |
| Address | 1/337 Settlement Road Thomastown | Email |  |
|         |                                  | Fax   |  |

### VENDOR

### PRACTITIONER – SOLICITOR / CONVEYANCER

|         |             |         |                             |
|---------|-------------|---------|-----------------------------|
| Name    | Agata Spina | Name    | Skerrett Legal              |
| Address |             | Address | PO Box 337 Kilmore VIC 3764 |
|         |             | Contact | Lisa Guerrier               |
| ACN/ABN |             | Email   | lisa@skerrett.com.au        |
|         |             | Phone   | 0420 478 722                |
|         |             | Fax     |                             |

### Purchaser

### PRACTITIONER – SOLICITOR / CONVEYANCER

|           |  |         |  |
|-----------|--|---------|--|
| Name      |  | Name    |  |
| Address   |  | Address |  |
|           |  | Contact |  |
| ACN/ABN   |  | Email   |  |
|           |  | Phone   |  |
| Guarantor |  | Fax     |  |

### LAND

*General conditions 3 and 9*

The land is described in the table below —

| Certificate of Title reference  | being lot                        | on plan                               |
|---|----------------------------------|---------------------------------------|
| Volume <input type="text" value="9103"/> Folio <input type="text" value="176"/> | <input type="text" value="825"/> | <input type="text" value="PS111052"/> |

The land includes all improvements and fixtures.

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**Property address**

The address of the land is:

1 HIAH CLOSE, GREENSBOROUGH VIC 3088

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**Goods sold with the land**

*General condition 2(a)(vi)*

Goods sold with land are:

Listed as follows:

Includes fixed floor coverings, window furnishings, electric light fittings, all fixtures & fittings as inspected.

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**PAYMENT**

*General condition 11*

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Price: \$

Plus GST: \$  Payable by purchaser in addition to price - *Insert 'Nil' if no GST payable by purchaser*

Total price: \$  Payable by purchaser

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Deposit: \$  By  /  / 20  of which \$  has been paid

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Balance: \$  Payable at settlement

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Foreign resident vendor:  Value \$750,000 or more. See general condition 15(f) and (g).

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**GST**

*General condition 13*

**No**, because:

Vendor not registered or required to be registered

Existing residential premises

Not in the course or furtherance of an enterprise

Going concern

Farmland used for farming business or sale of subdivided farmland to an associate

**Yes**, because:

Purchaser entitled to input tax credit

Purchaser NOT entitled to input tax credit

Margin scheme applies

Mixed supply

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**GST withholding**

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor  Yes  No

Withholding required by purchaser  Yes  No

|  |   |
|--|---|
| No withholding for residential premises because:                             | No withholding for potential residential land because:  |
| <input type="checkbox"/> Vendor not registered or required to be registered  | <input type="checkbox"/> Vendor not registered or required to be registered                                     |
| <input checked="" type="checkbox"/> The premises are not new                 | <input type="checkbox"/> The land includes a building used for commercial purposes                              |
| <input type="checkbox"/> The premises were created by substantial renovation | <input type="checkbox"/> The purchaser is registered for GST and acquires the property for a creditable purpose |
| <input type="checkbox"/> The premises are commercial residential premises    |   |

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**SETTLEMENT**

General condition 10

Is due on  /  / 20

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

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

The plan of subdivision must be registered within  [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

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**LEASE**

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

Entitled to vacant possession.

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**TERMS CONTRACT**

Add special conditions.

This contract is intended to be a terms contract within the meaning of the [Sale of Land Act 1962](#).

Yes  No

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**LOAN**

General condition 14(a)-(d)

This contract is subject to a loan being approved:

21 days **OR**  14 days from the contract date (approval period)

Lender:

Loan amount: \$

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**BUILDING AND PEST REPORT**

General condition 14(e)-(f)

This contract is subject to:

Building report. Provider:

Pest report. Provider:

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## Special conditions

Yes  No

If there is any inconsistency with the General Conditions and the following Special Conditions, then the following Special Conditions will prevail.

### Special condition 1 – Interest, Expenses, Compensation and Legal Costs

1.1 For the purpose of defining compensation for any reasonably foreseeable loss, 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;

and shall include the following:

1. all costs associated with obtaining bridging finance to complete the Vendor's purchase of another property (if applicable) and all interest on such bridging finance;
2. accommodation expenses necessarily incurred by the Vendor;
3. a rescheduling settlement fee of \$143.00 for each and every rescheduling / rebooking of settlement from the due date to each and every alternative date thereafter;
4. all other legal and conveyancing costs and expenses payable by the Vendor to its Legal Representative;
5. any other amounts directly resulting from a breach by the Purchaser;
6. penalty interest as set out in General Condition 26.

## GENERAL CONDITIONS

**The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.**

### CONTENTS

- |  |                                      |
|--|--------------------------------------|
| 1. Encumbrances                          | 15. Adjustments                      |
| 2. Vendor warranties                     | 16. Time                             |
| 3. Identity of the land                  | 17. Service                          |
| 4. Services                              | 18. Nominee                          |
| 5. Consents                              | 19. Liability of signatory           |
| 6. Transfer                              | 20. Guarantee                        |
| 7. Electronic settlement                 | 21. Notices                          |
| 8. Builder warranty insurance            | 22. Lease                            |
| 9. Off the plan                          | 23. Loss or damage before settlement |
| 10. Settlement                           | 24. Abandoned goods                  |
| 11. Payment                              | 25. Default                          |
| 12. Stakeholding                         | 26. Interest                         |
| 13. Goods and Services Tax               | 27. Default notice                   |
| 14. Loan, building report or pest report | 28. Rescission notice                |

### 1. Encumbrances

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

- (c) 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

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
  - (ii) Is under no legal disability; and
  - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) Has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
  - (ii) Easements over the land;
  - (iii) Lease or other possessory agreement affecting the land;
  - (iv) 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;
  - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
  - (ii) 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
  - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

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

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- (a) 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.
- (b) The purchaser may not:
  - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (ii) Require the vendor to amend title or pay any cost of amending title.

### **4. Services**

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- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

### **5. Consents**

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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**

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- (a) Unless settlement is to be conducted electronically, the transfer of land 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.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

## **7. Electronic settlement**

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- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

## **8. Builder warranty insurance**

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The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

## **9. Off the plan**

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- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
  - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;

- (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:

- A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
- B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
- C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
- D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (i) Must not exceed 10% of the price; and
  - (ii) Must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

## **10. Settlement**

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- (a) At settlement:
  - (i) The purchaser must pay the balance of purchase money; and
  - (ii) The vendor must:
    - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
    - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.
- (d) The purchaser must pay all money other than the deposit:
  - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
  - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
  - (i) In cash; or
  - (ii) By cheque drawn on an authorised deposit taking institution; or
  - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
  - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.

## **11. Payment**

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- (a) The purchaser must pay the deposit:
  - (i) To the vendor's licensed estate agent; or
  - (ii) If there is no estate agent:
    - A. To the vendor's legal practitioner or conveyancer; or
    - B. 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.
- (f) At settlement, the purchaser must pay the fees on up to 3 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 bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 12. Stakeholding

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- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title; and
  - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
  - (iv) 28 days have elapsed since providing that evidence.

## 13. Goods and Services Tax

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- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if '**going concern**' is specified in the particulars of sale.
  - (i) The purchaser warrants that it is registered for GST.
  - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
  - (iii) The vendor must continue to carry on the enterprise until settlement.
  - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if '**farmland used for farming business or sale of subdivided farmland**' to an associate' is specified in the particulars of sale.
  - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
  - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
  - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if '**mixed supply**' is specified in the particulars of sale.
  - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

**(g) GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
  - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
  - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
  - A. Where the margin scheme applies 7% of the purchase price; otherwise
  - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

**(iv) Purchaser to remit withheld amount**

- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
- B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

**(v) Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

**14. Loan, building report or pest report**

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
  - (i) Grant the extension request; or
  - (ii) Advise the purchaser that the extension request is refused,
 in which case the purchaser may, within 2 clear business days either:
  - (iii) End the contract; or
  - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:

- (i) End the contract; or
- (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
  - (i) Applied for the loan; and
  - (ii) Did everything reasonably required to obtain approval of the loan; and
  - (iii) Provides written proof to the vendor that the loan was not approved; and
  - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
  - (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
  - (i) Applied for the report; and
  - (ii) Provides the vendor with a copy of the written report; and
  - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
  - (iv) Is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

## **15. Adjustments**

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- (a) All periodic outgoings payable by the vendor and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 10I of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (i) 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
  - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
  - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
  - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.

- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

## **16. Time**

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- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

## **17. Service**

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- (a) Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- (b) A document is sufficiently served if served:
  - (i) Personally; or
  - (ii) By pre-paid post; or
  - (iii) By facsimile; or
  - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
  - (i) Express post is taken to have been served on the next business day after posting;
  - (ii) Priority post is taken to have been served on the fourth business day after posting;
  - (iii) Regular post is taken to have been served on the sixth business day after posting;
  - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
  - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

## **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.

## **20. Guarantee**

---

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.

- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

## **21. Notices**

---

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

## **22. Lease**

---

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

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

---

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale, at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.

- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **24. Abandoned goods**

---

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

## **25. Default**

---

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the 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**

---

- (a) 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.
- (b) The default notice must:
  - (i) Specify the particulars of the default; and
  - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
    - A. The default is remedied; and
    - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

## **28. Rescission notice**

---

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
  - (i) Specify the particulars of the failure to comply with the default notice; and
  - (ii) State that the contract will be ended in 10 days after the notice is given unless:
    - A. The default is remedied; and
    - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
  - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and

- (ii) All those amounts are a charge on the land until payment; and
- (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
  - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (ii) The vendor is entitled to possession of the property; and
  - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
    - A. Retain the property and sue for damages for breach of contract; or
    - B. 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
  - (iv) 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
  - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.



**GUARANTEE**

If the Purchaser shall be or include a Company, the Company will upon execution hereof procure the execution by each of its Directors of this "Guarantee" set out hereunder:

**WE,**

(hereinafter called "the Guarantors") in consideration of the within named Vendor selling to the within named Purchaser at our request the Land described in the within Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase moneys or interest, or other moneys payable to the Vendor by the Purchaser under the within Contract, or in the performance or observance of any term of condition of the within Contract to be performed or observed by the Purchaser, we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase moneys, interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money interest or other moneys payable under the within Contract and all losses costs charges expenses whatsoever which the Vendors may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any moneys payable under the within Contract, or the conditions under the within Contract, or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties, would be for the provisions have the effect of releasing us, or executors or administrators

**EXECUTED AS A DEED** on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
the said \_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness

**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
the said \_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

|                              |  |                    |
|------------------------------|--|--------------------|
| <b>Land</b>                  | 1 Hiah Close, Greensborough 3088   |                    |
| <b>Vendor's name</b>         | Agata Spina  | <b>Date</b><br>/ / |
| <b>Vendor's signature</b>    | Signed by Concetta Spina or<br>Patrizia Stathakis or Antonella Violato<br>Pursuant to Power of Attorney dated 10/12/2019 |                    |
| <b>Purchaser's name</b>      |  | <b>Date</b><br>/ / |
| <b>Purchaser's signature</b> |  |                    |
| <b>Purchaser's name</b>      |  | <b>Date</b><br>/ / |
| <b>Purchaser's signature</b> |  |                    |

# 1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

|  |    |  |
|--|----|--|
|  | To |  |
|--|----|--|

|  |
|--|
| Other particulars (including dates and times of payments): |
|--|

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

|  |
|--|
| To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction. |
|--|

## 3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

## 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. **BUILDING PERMITS**

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6. **OWNERS CORPORATION**

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable.

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

Not applicable.

8. **SERVICES**

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

|   |                                     |                                       |                                   |   |
|---|-------------------------------------|---------------------------------------|-----------------------------------|---|
| Electricity supply <input type="checkbox"/> | Gas supply <input type="checkbox"/> | Water supply <input type="checkbox"/> | Sewerage <input type="checkbox"/> | Telephone services <input type="checkbox"/> |
|---|-------------------------------------|---------------------------------------|-----------------------------------|---|

9. **TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. **SUBDIVISION**

10.1 **Unregistered Subdivision**

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

Not Applicable.

#### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

#### 10.3 Further Plan of Subdivision

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

Not Applicable.

### 11. DISCLOSURE OF ENERGY INFORMATION

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

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

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

Not Applicable.

### 12. DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

### 13. ATTACHMENTS

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

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

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

As attached.

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

Page 1 of 1

VOLUME 09103 FOLIO 176

Security no : 124113869033Q  
Produced 03/04/2024 11:28 AM

**LAND DESCRIPTION**

Lot 825 on Plan of Subdivision 111052.  
PARENT TITLE Volume 08980 Folio 767  
Created by instrument LP111052 10/09/1975

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
AGATA SPINA of 1 HIAH CLOSE GREENSBOROUGH VIC 3088  
AW013636S 30/08/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT J037374 24/06/1980

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 LP111052 FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 1 HIAH CLOSE GREENSBOROUGH VIC 3088

DOCUMENT END



# Imaged Document Cover Sheet

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|   |                         |
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| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>LP111052</b>         |
| Number of Pages<br>(excluding this cover sheet) | <b>2</b>                |
| Document Assembled                              | <b>03/04/2024 11:28</b> |

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**LP111052**  
**EDITION 1**  
APPROVED 9/16/75

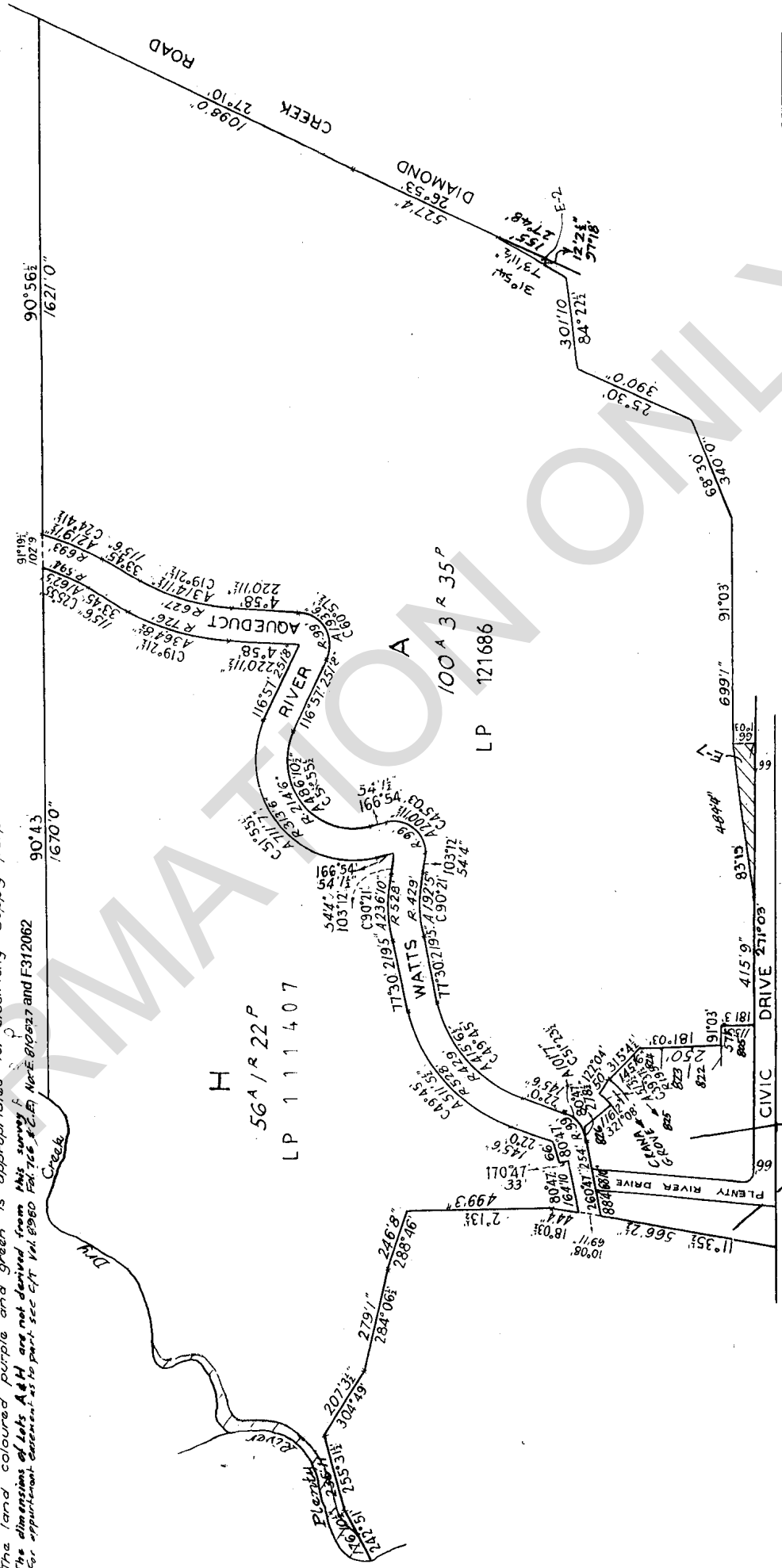
**CHART 92**  
**COLOUR CONVERSION**  
BLUE = E-1  
BROWN = E-2  
GREEN = E-3  
YELLOW = E-4  
PURPLE = E-5  
PURPLE HATCHED = E-6  
GREEN HATCHED = E-7

**PLAN OF SUBDIVISION**  
**PART OF CROWN PORTION 14**  
**PARISH OF NILLUMBIK**  
**COUNTY OF EVELYN**

✓ 8895 F 479  
✓ 8980 F 766/7



The land coloured blue is appropriated for drainage and sewerage purposes.  
The land coloured brown is appropriated for carriageway and drainage purposes.  
Lot Nos 1 to 798 all inclusive have been omitted from this plan of subdivision.  
The land coloured purple and yellow is an existing carriageway easement.  
The Certificate of Title for 5002-64-263 TR 1190698  
Reference marks are 12" iron pipes placed at the  
and spigoted corners and where otherwise shown.  
The land coloured green is an implied carriageway and drainage easement.  
The land coloured purple and green is appropriated for electricity supply purposes.  
The dimensions of Lots A, H and I are not derived from this survey but  
for information taken as to part see c/s 141, 8980 F 766/7, c/s 142, 8980 F 766/7 and F312062



**2 SHEETS**  
**SHEET 1**

SEE SHEET 2



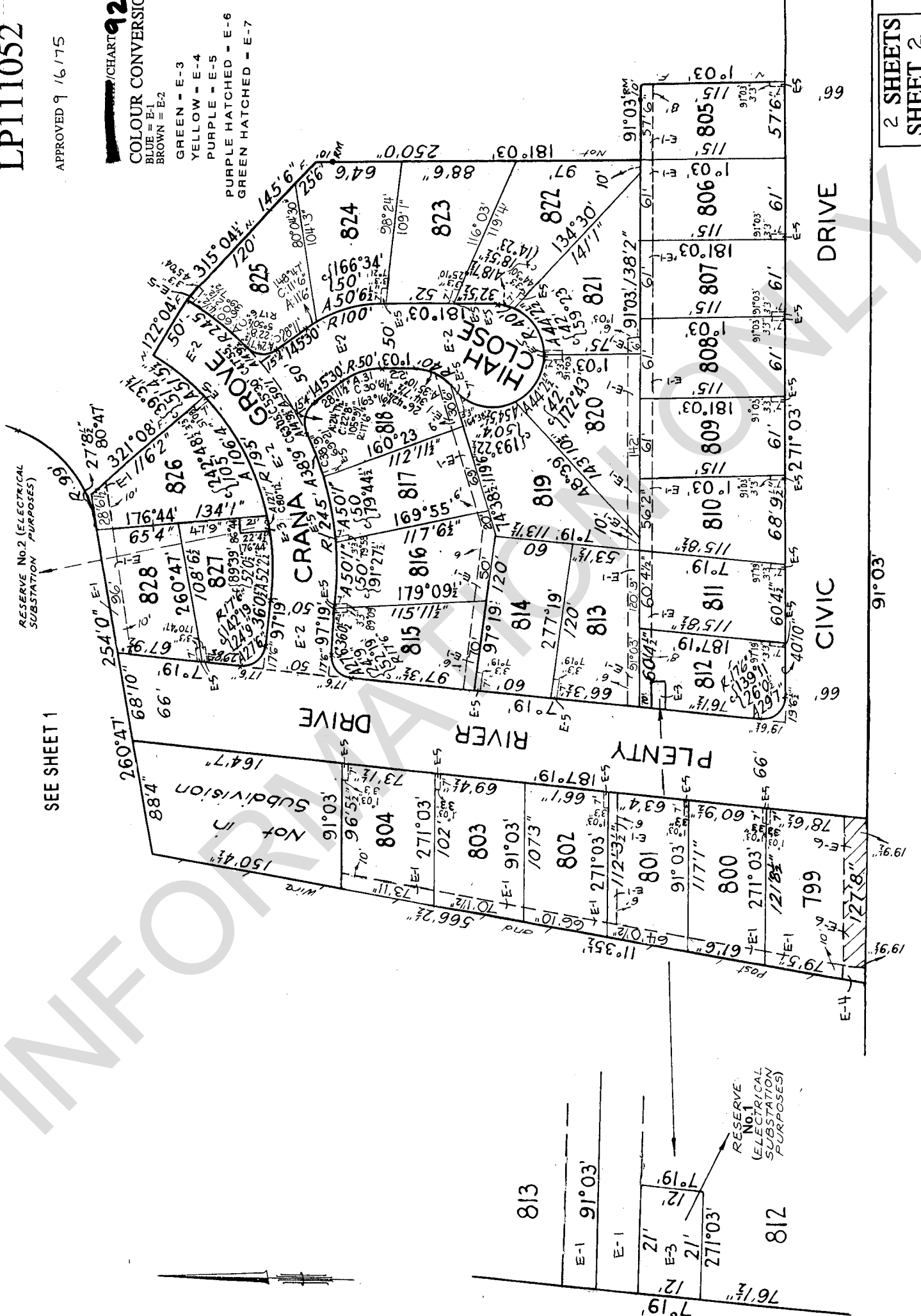
LP111052

APPROVED 9/16/75

CHART 92

COLOUR CONVERSION

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



SEE SHEET 1

2 SHEETS  
SHEET 2

# Imaged Document Cover Sheet

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| Document Type                                   | <b>Instrument</b>       |
| Document Identification                         | <b>J037374</b>          |
| Number of Pages<br>(excluding this cover sheet) | <b>4</b>                |
| Document Assembled                              | <b>03/04/2024 11:28</b> |

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No. 100

J 37374

J 37374  
~~H742954~~  
~~H762276~~

COMITO, IACOVINO & CO.  
61-62188 55667  
VICTORIA

1 18 900 5711111111

REGD

TRANSFER OF LAND

RAMSAY ESTATES PTY. LIMITED, of 578 St. Kilda Road, Melbourne in the State of Victoria being registered or entitled to be registered as the proprietors of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) paid to it by GIACOMO SPINA, Pastry Cook and AGATA SPINA, Married Woman both of 8 McPhee Court, Thomastown DO HEREBY TRANSFER to the said Giacomo Spina and Agata Spina as joint tenants all its estate and interest in all that piece of land being Lot 825 on Plan of Subdivision No. 111052 and being the whole of the land more particularly described in Certificate of Title Volume 9103 Folio 176. AND the said Giacomo Spina and Agata Spina for themselves their heirs executors administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and of every part thereof DO HEREBY and as separate covenants COVENANT with the said RAMSAY ESTATES PTY. LIMITED its successors assigns and transferees and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and every part or parts thereof (other than the land hereby transferred as follows :-

1. Not to erect on the boundaries of the lot hereby transferred any uncapped paling fences, corrugated iron fence, post and wire fence or split post fence.
2. Not to erect <sup>any fence</sup> on any boundary of the lot hereby transferred where such boundary abuts or adjoins any land shown as public open space or reserved open space on the said Plan of Subdivision or on any other Plan of Subdivision.
3. Not to erect construct or bring or permit to be erected constructed or brought onto over or through the lot hereby transferred any wire, cable pipe or other transmission lines other than a concealed underground wire cable pipe or other transmission lines.
4. Not to erect a dwelling or dwellings on the said land or any part of it unless the exterior walls of such dwelling or

A Memorandum of the within instrument has been entered in the Register Book



001-26-79 597946 98921

LEAIBF \*\*\*340-00

21/7/24



dwellings (except for usual outbuildings) are substantially of brick or brick veneer.

AND THIS COVENANT shall appear on the Certificate of Title to issue for the said land and run with the land and any part or parts thereof as an encumbrance affecting the same.

DATED the 26th day of October 1979.

EXECUTED by the said RAMSAY ESTATES PTY. )  
LIMITED by being executed by its Attorneys )  
GEOFFREY IAN WILLIAMS.....and )  
PETER MATTHEW SMITH.....under )  
Power of Attorney No. 229047 in the pre- )  
sence of : Roslyn Ryan-Adair )

*[Handwritten signature]*

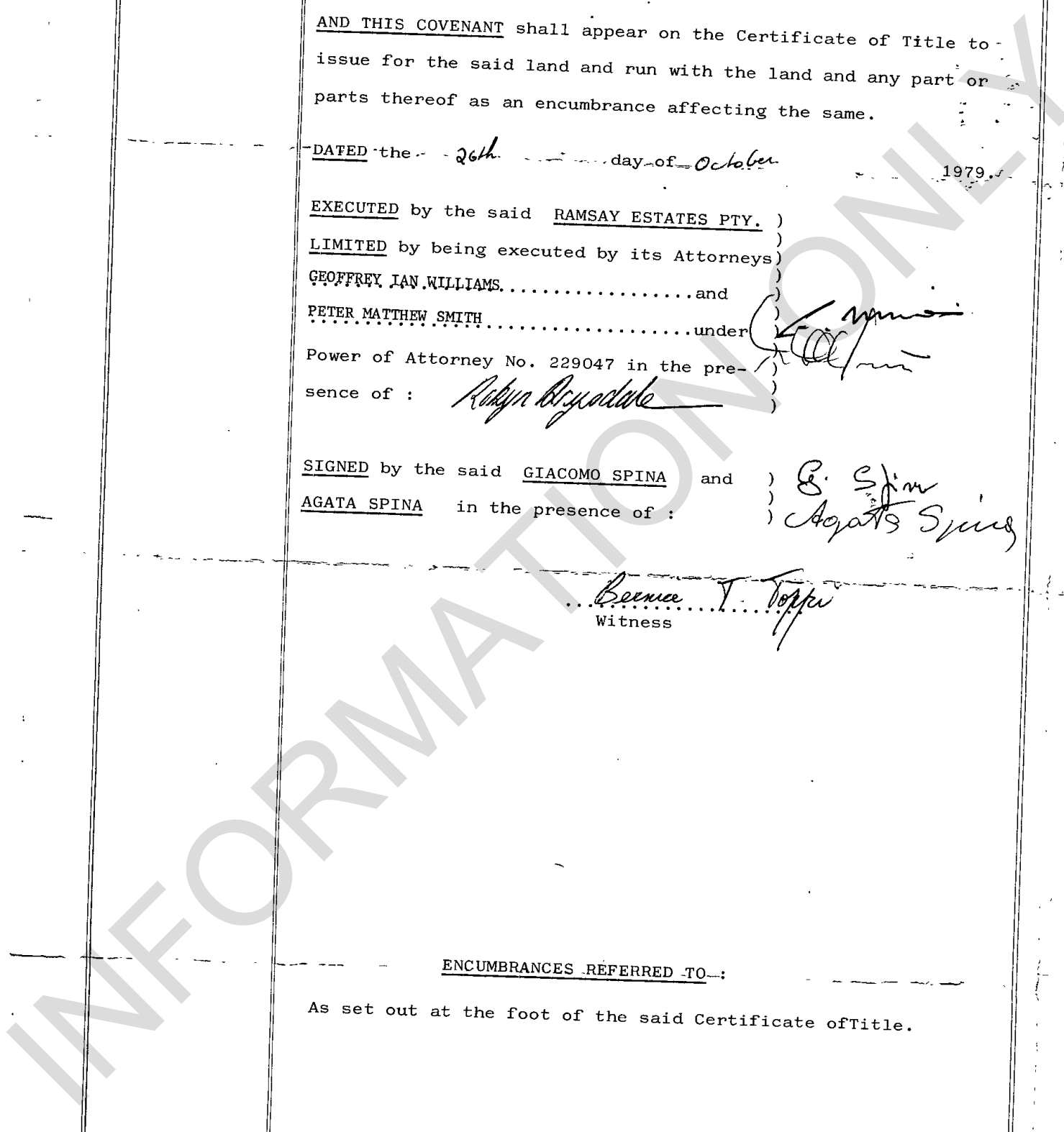
SIGNED by the said GIACOMO SPINA and )  
AGATA SPINA in the presence of :

*G. Spina*  
*Agata Spina*

*Bernice J. Topper*  
Witness

ENCUMBRANCES REFERRED TO:

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



INFORMATION ONLY



DJ037374-2-3

DATED 1979

RAMSAY ESTATES PTY. LTD.

to

G. & A. SPINA

TRANSFER OF LAND

COMITO, IACOVINO & CO.,  
Solicitors,  
284A Station Street,  
LALOR. 3075  
465-1144 79/01/01/1385JG

INFORMATION

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 03 April 2024 11:24 AM

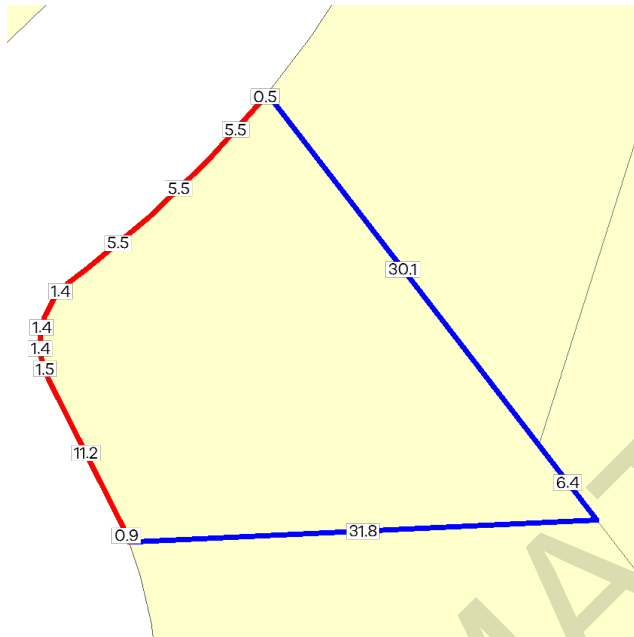
## PROPERTY DETAILS

Address: **1 HIAH CLOSE GREENSBOROUGH 3088**  
Lot and Plan Number: **Lot 825 LP111052**  
Standard Parcel Identifier (SPI): **825\LP111052**  
Local Government Area (Council): **NILLUMBIK**  
Council Property Number: **179434**  
Directory Reference: **Melway 10 K9**

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

## SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



**Area:** 645 sq. m

**Perimeter:** 107 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

5 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **BUNDOORA**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

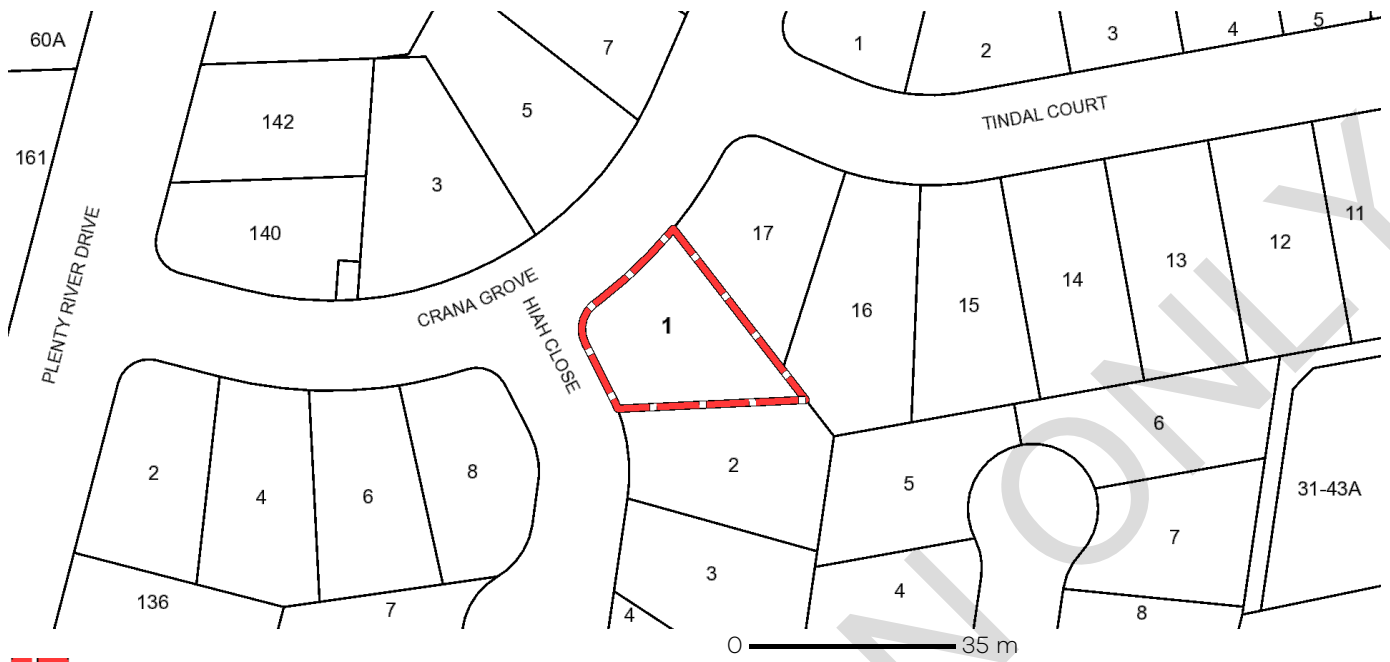
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



 Selected Property



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 03 April 2024 11:24 AM

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 Council Property Number: **179434**  
 Planning Scheme: **Nillumbik**  
 Directory Reference: **Melway 10 K9**

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

[Planning Scheme - Nillumbik](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **BUNDOORA**

## OTHER

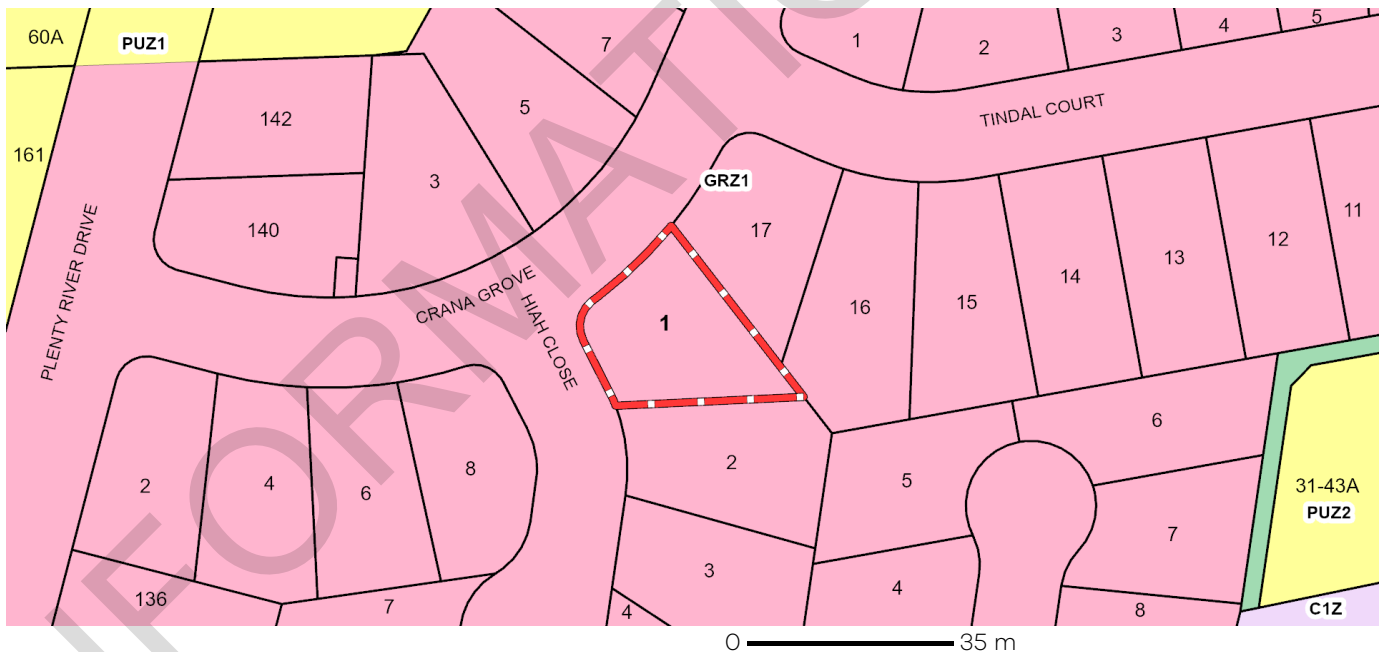
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



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

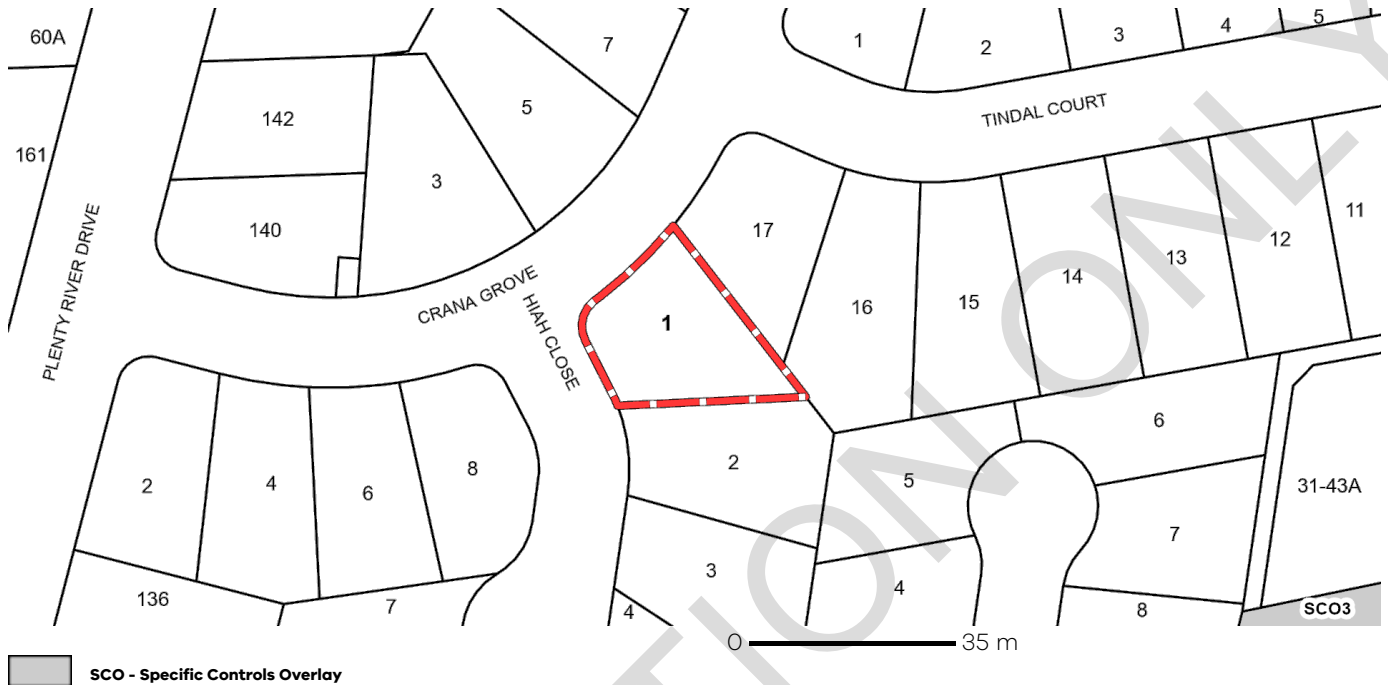
## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### SPECIFIC CONTROLS OVERLAY (SCO)



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

## Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

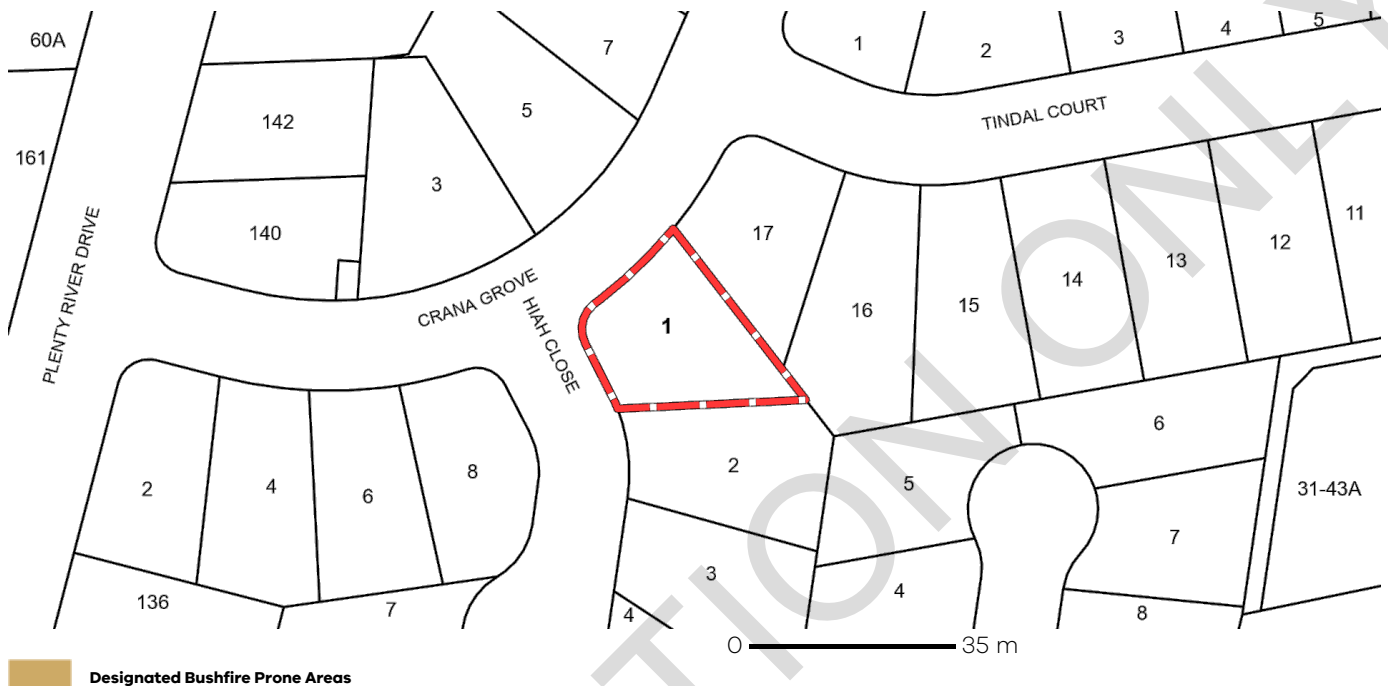
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

**LAND INFORMATION CERTIFICATE  
SECTION 229 LOCAL GOVERNMENT ACT 1989**

To: Secure Electronic Registries Victoria  
Locked Bag 20005, MELBOURNE VIC 3001

**Date of Issue:** 03-Apr-2024

**Applicant Reference:** 72359385-013-4:34674

**Certificate Number:** 37433

**ASSESSMENT NO:** 14725.7  
**PROPERTY LOCATION:** 1 Hiah Close, GREENSBOROUGH VIC 3088  
**PROPERTY DESCRIPTION:** Lot 825 LP 111052 PSH Nillumbik

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

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

Council uses Capital Improved Value for rating purposes. The level of value date is 1-Jan-2023 and the date of operation of the valuation for this property is 01-Jul-2023.

|                               |                   |
|-------------------------------|-------------------|
| <b>CAPITAL IMPROVED VALUE</b> | <b>\$ 975,000</b> |
| <b>SITE VALUE</b>             | <b>\$ 575,000</b> |
| <b>NETT ANNUAL VALUE</b>      | <b>\$ 48,750</b>  |

**IMPORTANT INFORMATION**

Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.



**Billor Code – 18358**

**Reference - 147257**

**Please contact the Rates Team on 9433 3285 prior to settlement for an update on this Land Information Certificate to ensure figures have not changed.**

**AMOUNTS OUTSTANDING AS AT DATE OF ISSUE OF CERTIFICATE**

**Assessment Number : 14725.7**

**Rates are levied on the Capital Improved Value (CIV) at the following rate in the \$:**

|  |          |
|--|----------|
| General & Vacant Land Other Zones                      | 0.002487 |
| Commercial & Industrial                                | 0.002885 |
| Farm Land  | 0.002114 |
| Vacant Land GRZ1, NRZ1, Activity Centre and LDRZ Zones | 0.003731 |
| Cultural & Recreational Land                           | 0.000970 |
| FSPL Residential                                       | 0.000046 |
| FSPL Commercial  | 0.000565 |
| FSPL Industrial  | 0.000778 |
| FSPL Primary Production                                | 0.000169 |
| FSPL Vacant (not Residential)                          | 0.000118 |
| FSPL Public Benefit                                    | 0.000057 |

**BALANCE OF RATES & CHARGES OUTSTANDING FOR 2023/2024**

|                               |             |
|-------------------------------|-------------|
| General Rates                 | \$2,424.80  |
| Waste Management Charge       | \$616.40    |
| Municipal Charge              | \$0.00      |
| Fire Service Property Levy    | \$169.85    |
| Property Debt                 | \$0.00      |
| Special Rates & Charges       | \$0.00      |
| Arrears                       | \$0.00      |
| Arrears Interest              | \$0.00      |
| Interest for the Current Year | \$0.00      |
| Legal Costs                   | \$0.00      |
| Legal Costs Arrears           | \$0.00      |
| Payments                      | \$-3,211.05 |
| Rebate                        | \$0.00      |

**TOTAL OUTSTANDING \$0.00**

**The Rates and Charges are paid in full for the 2023/2024 rating year.**

### **GENERAL INFORMATION**

In accordance with Section 175 of the Local Government Act 1989, it is the purchasers' responsibility to pay any rates and charges which are due and payable.

Open Space Contribution 'Open space contributions can be required to be paid by an owner subdividing land. If you are buying a property with a current planning permit that allows subdivision of the land after you purchase it then you should check the permit conditions to determine if an open space contribution has been required.'

This Council Does Not Specify Flood Levels. Please contact Melbourne Water to help determine if a property is likely to be affected by flooding.

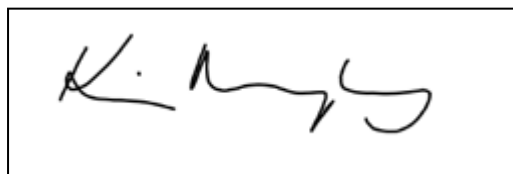
### **YOUR PROPERTY MAY BE IN A BUSH FIRE MANAGEMENT OVERLAY/BUSHFIRE PRONE AREA**

Directions to clear FIRE HAZARDS are issued to owners of properties within the Municipality during the high fire danger period usually October – May. Although there may be no charge shown on this Certificate, it is possible that a charge will exist by the settlement date. Fire Hazard invoices can be issued at any time of the year. Please contact Council's Community Safety Team on 9433 3231 to confirm if there is a notice or charge against the property.

### **ADDITIONAL INFORMATION RELATING TO THIS PROPERTY**

I acknowledge having received the sum of \$28.90 being fee for this Certificate.

**Authorised Officer:**



**Nillumbik Shire Council, PO Box 476, GREENSBOROUGH VIC 3088**  
**Rates and Valuations Phone: 9433 3285**  
**Email: [nillumbik@nillumbik.vic.gov.au](mailto:nillumbik@nillumbik.vic.gov.au)**

3rd April 2024

Skerrett Legal C/- InfoTrack (LEAP) C/- LANDATA  
LANDATA

Dear Skerrett Legal C/- InfoTrack (LEAP) C/- LANDATA,

**RE: Application for Water Information Statement**

|                                    |  |
|------------------------------------|--|
| <b>Property Address:</b>           | 1 HIAH CLOSE GREENSBOROUGH 3088                            |
| <b>Applicant</b>                   | Skerrett Legal C/- InfoTrack (LEAP) C/- LANDATA<br>LANDATA |
| <b>Information Statement</b>       | 30839802   |
| <b>Conveyancing Account Number</b> | 7959580000   |
| <b>Your Reference</b>              | 101227   |

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Chris Brace  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

|                  |                                 |
|------------------|---------------------------------|
| Property Address | 1 HIAH CLOSE GREENSBOROUGH 3088 |
|------------------|---------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

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

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



## **Melbourne Water Property Information Statement**

|                  |                                 |
|------------------|---------------------------------|
| Property Address | 1 HIAH CLOSE GREENSBOROUGH 3088 |
|------------------|---------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

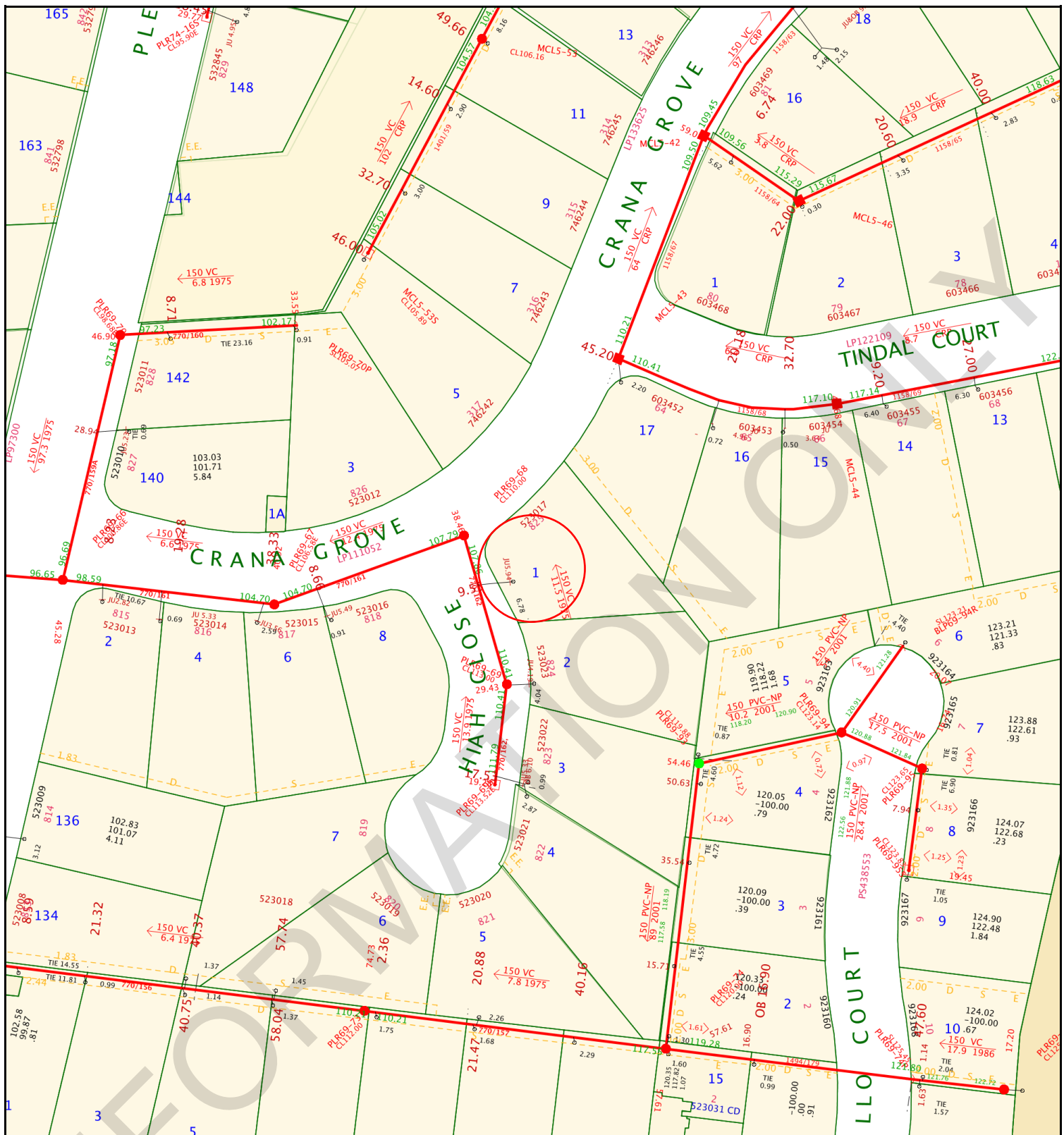
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30839802**

|                |                                 |
|----------------|---------------------------------|
| <b>Address</b> | 1 HIAH CLOSE GREENSBOROUGH 3088 |
| <b>Date</b>    | 03/04/2024                      |
| <b>Scale</b>   | 1:1000                          |



**Yarra Valley Water**  
ABN 93 066 902 501

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

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

Skerrett Legal C/- InfoTrack (LEAP) C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 3241592041  
**Rate Certificate No:** 30839802

**Date of Issue:** 03/04/2024  
**Your Ref:** 101227

With reference to your request for details regarding:

| Property Address                  | Lot & Plan   | Property Number | Property Type |
|-----------------------------------|--------------|-----------------|---------------|
| 1 HIAH CI, GREENSBOROUGH VIC 3088 | 825/LP111052 | 1367625         | Residential   |

| Agreement Type   | Period   | Charges  | Outstanding |
|--|--|----------|-------------|
| Residential Water Service Charge   | 01-04-2024 to 30-06-2024                       | \$20.03  | \$20.03     |
| Residential Water and Sewer Usage Charge<br><i>Step 1 – 10.000000kL x \$3.34380000 = \$33.44</i><br>Estimated Average Daily Usage \$0.36 | 20-12-2023 to 22-03-2024                       | \$33.44  | \$0.00      |
| Residential Sewer Service Charge   | 01-04-2024 to 30-06-2024                       | \$114.47 | \$114.47    |
| Parks Fee *  | 01-04-2024 to 30-06-2024                       | \$21.10  | \$21.10     |
| Drainage Fee   | 01-04-2024 to 30-06-2024                       | \$29.38  | \$29.38     |
| <b>Other Charges:</b>  |  |          |             |
| Interest   | No interest applicable at this time            |          |             |
|  | No further charges applicable to this property |          |             |
|  | <b>Balance Brought Forward</b>                 |          | \$218.42    |
|  | <b>Total for This Property</b>                 |          | \$403.40    |

\* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER  
RETAIL SERVICES

### Note:

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

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

---

**Property No:** 1367625

**Address:** 1 HIAH CI, GREENSBOROUGH VIC 3088

**Water Information Statement Number:** 30839802

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 32415920411

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / SKERRETT LEGAL

|                 |             |
|-----------------|-------------|
| Your Reference: | 242360      |
| Certificate No: | 74036148    |
| Issue Date:     | 03 APR 2024 |
| Enquiries:      | ESYSPROD    |

**Land Address:** 1 HIAH CLOSE GREENSBOROUGH VIC 3088

| Land Id | Lot | Plan   | Volume | Folio | Tax Payable |
|---------|-----|--------|--------|-------|-------------|
| 9843415 | 825 | 111052 | 9103   | 176   | \$0.00      |

**Vendor:** AGATA SPINA  
**Purchaser:** FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total  |
|------------------|------|---------------|------------------|------------------|--------|
| GIACOMO SPINA    | 2024 | \$575,000     | \$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 IMPROVED VALUE:         | \$975,000     |
| SITE VALUE:                     | \$575,000     |
| <b>CURRENT LAND TAX CHARGE:</b> | <b>\$0.00</b> |

# Notes to Certificate - Land Tax

Certificate No: 74036148

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,175.00

Taxable Value = \$575,000

Calculated as \$1,350 plus ( \$575,000 - \$300,000) multiplied by 0.300 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 74036148

### 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: 74036148

### 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)

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / SKERRETT LEGAL

|                 |             |
|-----------------|-------------|
| Your Reference: | 242360      |
| Certificate No: | 74036148    |
| Issue Date:     | 03 APR 2024 |

**Land Address:** 1 HIAH CLOSE GREENSBOROUGH VIC 3088

| Lot | Plan   | Volume | Folio |
|-----|--------|--------|-------|
| 825 | 111052 | 9103   | 176   |

**Vendor:** AGATA SPINA

**Purchaser:** FOR INFORMATION PURPOSES

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

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

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

INFORMATION ONLY



# Notes to Certificate - Windfall Gains Tax

Certificate No: 74036148

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 74036146

### 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: 74036146

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

# 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 the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (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.

(04/10/2016)

## 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.

(04/10/2016)