DATED 2023

NICHOLAOS LYKOPOULOS AS EXECUTOR OF THE ESTATE OF THE LATE LEMONA TSAKIRIDIS DECEASED

to

CONTRACT OF SALE OF LAND

Property: 9 Bickford Close, Tullamarine 3043

FRANK J. HORVAT & CO. PTY.
Lawyers & Conveyancers
115a Wheatsheaf Road
Glenroy Vic 3046

Tel: (03) 9300 1077
Email: julie@frankhorvat.com.au
Ref: FJH:JR:39756
Date Prepared: 10 October 2023

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

Contract of Sale of Land

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

The terms of this contract are contained in the -

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

in that order of priority.

Property: 9 Bickford Close, Tullamarine VIC 3043

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on..... / ..... /2023

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

.....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR: .....

..... on..... / ..... /2023

Print name(s) of person(s) signing: **NICHOLAOS LYKOPOULOS AS EXECUTOR OF THE ESTATE OF THE LATE LEMONA TSAKIRIDIS DECEASED**

State nature of authority, if applicable: .....

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

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

Table of contents

Particulars of Sale
Special Conditions
General Conditions

1. ELECTRONIC SIGNATURE 7
2. LIABILITY OF SIGNATORY 7
3. GUARANTEE 7
4. NOMINEE 7
5. ENCUMBRANCES 7
6. VENDOR WARRANTIES 7
7. IDENTITY OF THE LAND 8
8. SERVICES 8
9. CONSENTS 8
10. TRANSFER & DUTY 8
11. RELEASE OF SECURITY INTEREST 8
12. BUILDING WARRANTY INSURANCE 9
13. GENERAL LAW LAND 9
14. DEPOSIT 10
15. DEPOSIT BOND 10
16. BANK GUARANTEE 11
17. SETTLEMENT 11
18. ELECTRONIC SETTLEMENT 11
19. GST 12
20. LOAN 13
21. BUILDING REPORT 13
22. PEST REPORT 13
23. ADJUSTMENTS 13
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING 14
25. GST WITHHOLDING 14
26. TIME & CO OPERATION 16
27. SERVICE 16
28. NOTICES 16
29. INSPECTION 16
30. TERMS CONTRACT 16
31. LOSS OR DAMAGE BEFORE SETTLEMENT 17
32. BREACH 17
33. INTEREST 17
34. DEFAULT NOTICE 17
35. DEFAULT NOT REMEDIED 17

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Jason Real Estate
201B Melrose Drive, Tullamarine, VIC 3043

Email: contact@jasonrealestate.com.au

Tel: 9338 6411 Mob: Fax: 9338 6548 Ref:

Vendor

Nicholaos Lykopoulos as Executor of the Estate of the Late Lemona Tsakiridis Deceased

Email:

Vendor's legal practitioner or conveyancer

Frank J. Horvat & Co. Pty.
115A Wheatsheaf Road, Glenroy Vic 3046
PO Box 196, Glenroy Vic 3046

Email: julie@frankhorvat.com.au
Tel: (03) 9300 1077 Mob: Fax: Ref: FJH:JR:39756

Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: .....

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: .... Mob: ..... Fax: ..... Ref: .....

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11081	Folio	154	61	PS110012
Volume		Folio			

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement. The land includes all improvements and fixtures.

Property address

The address of the land is: **9 Bickford Close, Tullamarine 3043**

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

All fixture and fittings as inspected

Payment

Price $

Deposit $ by (of which $ has been paid)

Balance $ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on the day of 20……. Or earlier by mutual agreement

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on with options to renew, each of years

OR

- ☐ a residential tenancy for a fixed term ending on

OR

- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

See Attached

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

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

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

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

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -

(a) that –

(i) the purchaser intends to use predominately for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -

(a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay -

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land* Act 1958.

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land is sold on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser; that either

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

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

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement

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

(a) electronically on the next business day; or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgement network operator,

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sales is checked.

21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not in then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance with, this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through the electronic lodgement network; and

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth)

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000.*

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

SALE OF LAND REGULATIONS 2014

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF

PUBLIC AUCTIONS OF LAND

*__1__. No bids may be made on behalf of the Vendor of the land.

OR

*__1__. The auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction.

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the auction refuses to sign the Contract of sale following the auction.

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

9. Sale by Auction:

The property is offered for sale by auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 and Schedule 5 to the Sale of Land Regulations 2014, or any rules prescribed by regulation which modify or replace those Rules.

SALE OF LAND REGULATIONS 2014

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. Meaning of Vendor:

The Vendor is the person who is selling the property that is being auctioned. There may be more than one Vendor. Where there are two or more Vendors, they are selling the property as co-owners

2. Bidding by Co-Owners:

Where there are two or more Vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The Vendor or Vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

3. Vendor Bids:

The law of Victoria allows Vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a Vendor bid if:

a) the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a Vendor, and states how these bids will be made; and

b) the auctioneer states when making the bid that it is a bid for the Vendors. The usual way for an auctioneer to indicate that the auctioneer is making a Vendor bid is to say "Vendor bid" in making the bid.

4. What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether Vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a Vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the Contract of sale.

5. Copies of the rules:

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

6. Questions:

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

7. Forbidden activities at auctions:

The law forbids:

a) any person bidding for a Vendor other than:

   i. the auctioneer (who can only make bids for a Vendor who does not intend to purchase the property from their co-owner or co-owners); or

   ii. a representative of a Vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.

b) the auctioneer taking any bid that he or she knows was made on behalf of the Vendor, unless it is made by a Vendor (or their representative) who is a co-owner wishing to purchase the property

c) the auctioneer acknowledging a bid if no bid was made

d) any person asking another person to bid on behalf of the Vendor, other than a Vendor who is a co-owner engaging a representative to bid for them

e) any person falsely claiming or falsely acknowledging that he or she made a bid

f) an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

8. Who made the bid?

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

9. It is an offence to disrupt an auction:

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

10. The cooling off period does not apply to public auctions of land:

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

11. What law applies?

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

SPECIAL CONDITIONS

1. Corporation

If the Purchaser is a corporation and intends to nominate a co-Purchaser or substitute Purchaser the Purchaser shall upon demand by the Vendor forthwith deliver to the Vendor an enforceable Guarantee and Indemnity of the full observance and performance by the Purchaser of every obligation of the purchase under this Contract duly executed by each and every Director of the Purchaser and any other person or corporation as may reasonably be required by the Vendor;

The Guarantee and Indemnity will be in a form stipulated by the Vendor as attached to this Contract and will be prepared by or on behalf of the Vendor but at the cost of the Purchaser;

If the duly executed Guarantee and Indemnity is not delivered to the Vendor within seven (7) days of the demand therefore the Purchaser will be deemed to be in default under this Contract.

2. Acceptance of use of Land

a) The Purchaser shall satisfy himself on the matter of use of the land and shall be deemed to have accepted this Contract with full knowledge and subject to any prohibition or restriction thereon and in particular as to the use of the land whether under or in pursuance of an Act, Ordinance, Regulation, By-law, Town Planning Scheme or Interim Development Order or other Statutory Enactment or Order of Court or otherwise;

b) Completion of this Contract shall not be conditional or dependent upon any matter referred to in this Special Condition.

3. Condition of Property

3.1. General Condition 31.2, 31.3, 31.4, 31.5 and 31.6 shall not apply to this Contract.

3.2. The property and any chattels are sold:

a) In their present condition and state of repair;

b) Subject to all defects latent and patent;

c) Subject to any infestations and dilapidation;

d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;

3.3. The Purchaser agrees not to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters contained in this clause.

3.4. The Purchaser agrees that no failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects or validity of this Contract.

4. Vendors Agents Representations

The Purchaser acknowledges that the Vendor's Agent has acted as Agent of the Vendor and that no information representation or warranty (save such as are contained in the Vendor's Statement made pursuant to Section 32 of the Sale of Land Act) of the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon.

5. Deposit

The deposit moneys payable by the Purchaser shall be paid to either the Vendor's Agent or the Vendor's solicitors, Frank J. Horvat & Co. Pty to be held on trust for the Purchaser as stakeholder pursuant to Section 24 of the Sale of Land Act 1962.

6. Deposit Release

6.1. General Condition 14.3(a) is varied by deleting the words "to the satisfaction of the Purchaser";

6.2. General Condition 14.3(a) (ii) is varied to provide as follows:

"If there are any debts, the total amount of those debts does not exceed the balance due at settlement net of the amount of deposit paid"

6.3. The Purchaser will not call upon the Vendor to provide details of any mortgage or Caveat secured against the property in accordance with the requirements of Section 27 of the Sale of Land Act on Bank letterhead.

7. Restrictions

The Purchaser buys subject to any restrictions imposed by and to the provisions of the Ministry for Planning and Environment and any other town planning acts or schemes.

8. Vendors Lawyers

The Solicitors acting on behalf of the Vendor are Frank J. Horvat & Co. Pty of 115A Wheatsheaf Road, Glenroy VIC, 3046.

9. Stamp Duty: Purchasers buying unequal interest:

a) If there is more than one (1) Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions);

b) If the proportions recorded on the Transfer differ from those recorded in the Contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.

c) The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

d) This Special Condition will not merge on completion.

10. Purchaser in Default

10.1. Should the Purchaser default in payment of any money due under this Contract, then interest at a rate of 4% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the Contract during the period of default, without affecting any other rights of the offended party.

The said interest shall be computed from the due date herein provided for the payment of the said money until such moneys are paid and shall be payable by the Purchaser to the Vendor upon

demand without the necessity in writing. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers and remedies of the Vendor under the Contract or otherwise. General Condition 33 shall not apply to this Contract.

10.2. General Condition 32 is amended by adding the following new paragraph at the end of that Condition:-

"The Purchaser acknowledges that the following items constitute a reasonably foreseeable loss':

a) all costs associated with bridging finance to complete the Vendor's purchase of another property;

b) expenses payable by the Vendor under any existing loans secured over the property or other property of the Vendor;

c) accommodation expenses incurred by the Vendor;

d) the Vendor's legal costs and expenses as between solicitor and client incurred due to the breach;

e) any commission or other expenses claimed by the Vendor's Agents or other representing relating to sale of the Property; and

f) penalties and any other expenses payable by the Vendor due to any delay in completion of the purchase of another property".

10.3. The "reasonable costs" referred to in General Condition 32(a) includes $800.00 plus GST for the preparation of a notice of default (or any lesser amount demanded by the Vendor).

11. Adjustments

11.1. Rate and tax adjustments

a) The Vendor shall pay or discharge all rates, taxes and other outgoings (except insurance premiums on insurances effected by the Purchaser) with respect to the Property up to and including the Settlement Date.

b) The Purchaser shall pay, adjust or discharge all rates and taxes and other outgoings with respect to the Property from the Day of Settlement.

c) Rates, taxes and other outgoings shall be apportioned at Completion:

i. In the case of those paid by the Vendor, on the amount actually paid;

ii. In the case of those levied but unpaid, on the amount payable disregarding any discount for early payment;

iii. In the case of those not levied but the amount can be ascertained by advice from the relevant rating and taxing authority, on the amount advised by the relevant rating and taxing authority; and

iv. In the case of those not levied and not ascertainable from the relevant rating and taxing authority and where a separate assessment was issued for the Property for the assessment period immediately prior to the Completion Date, on the amount payable in that separate assessment disregarding any discount

for early payment.

11.2. General Condition 23.2(b) shall not apply to this Contract.

11.3. Despite any other provision in this Contract, the parties agree that:

a) For the purpose of Special Condition 11.3 the relevant assessment for land tax is that effected on 31 December of the year preceding the Settlement Date which includes all the titles that comprise the Parent Title (Land Tax Assessment); and

b) Land Tax is adjusted:

i. between the Vendor and the Purchaser on the basis that the amount to be apportioned between them is the proportional land tax applicable to the property and set out in the attached Land Tax Certificate.

11.4. The Statement of Adjustments and supporting certificates must be provided to the Vendors representative at least three business days prior to settlement. Failing to do so will incur a fee payable at settlement by the Purchaser in the sum of $165.00 to the Vendors representative.

12. Loan

12.1. General Condition 20.2(c) is varied by including the words "and provides the Vendor's Solicitors a letter from a financial institution (not a broker or other source);

12.2. General Condition 20.2(c) is varied by deleting the words "on the Vendor within 2 clear business days after the approval date or any later date allowed by the Vendor:"

13. Late Settlement

If the Purchaser fails to settle on the date scheduled for settlement and settlement is rescheduled the Purchaser will be in default of this Contract and shall pay the Vendor's legal practitioner for any rescheduled settlement on the next or following days which attract a fee of $350.00 plus GST such additional amount or amounts to be paid at settlement.

14. Contract Variations

14.1. The Purchaser acknowledges and agrees that once the Contract has been fully signed by the parties, the Vendor's legal representative will have entered all key dates into their practice management system, taken note of essential terms negotiated by the parties and allocated appropriate resources to ensure that this Contract settles on time.

14.2. If the Purchaser requests for any variation to the Contract after signing, the Purchaser agrees to pay the Vendor's legal representative on settlement by way of adjustment a cost of $350.00 plus GST for every variation, including for any extensions of key dates and rescheduling of settlement, with or without defaulting under the Contract.

15. Nomination

15.1. The Purchaser may nominate a substitute Purchaser and may only exercise the Purchaser's rights under General Condition 4 if the Purchaser delivers to the Vendor at least 14 days before settlement a signed notice nominating an additional or substitute Purchaser ("Deed of Nomination"):-

a) properly completed with all of the relevant details;

b) executed by the Purchaser and the nominated Purchaser ("Nominee");

c) an amount of $440.00 inclusive of GST payable to the Vendor's Lawyer at settlement being their costs for advising the Vendor on compliance with this Special Condition;

d) accompanied by the guarantee and indemnity as required which is attached herewith

e) includes:

i. if the Purchaser is not a Foreign Person, a warranty by the nominee that FIRB Approval is not required for its purchase of the Property from the Vendor. The Purchaser and the Nominee jointly and severally indemnify the Vendor against all Claims and losses which the Vendor may incur or may become liable for (including any consequential loss which the Vendor may incur of become liable for) as a consequence of the Vendor having relied upon the nominee's warranty; or

ii. if the Purchaser is a Foreign Purchaser, a copy of the FIRB Approval for its purchase of the Property from the Vendor; and

iii. (if the margin scheme applies) a written agreement by the Nominee with the Vendor that the Vendor will apply the margin scheme to calculate the GST payable in respect of the taxable supply for which the consideration of the Price.

15.2. In the event that the Purchaser exercises a nomination within 14 days of settlement an additional fee of $330.00 will be payable to the Vendor's Lawyers at settlement due to additional costs incurred by the Vendor due to short notice.

16. Contamination of Land

The Purchaser acknowledges that no representations, warranties or indemnities of any kind have been made or given by the Vendor concerning the existence or otherwise of any contamination of or in the property of concerning the risk or any possible harm or detriment which may be caused to any beneficial use of the property and agrees not to make any requisition or claim against the Vendor howsoever arising by reason of or in consequence of or in respect of any contamination or any harm or detriment which may be caused to any beneficial use of the property.

17. Early Possession

In the event that the Vendor allows the Purchaser to take possession of the subject property prior to settlement then the Purchaser shall execute a licence agreement as prepared by the Vendor's representative and shall prior to taking possession pay the reasonable costs associated with the said preparation.

18. Swimming Pool/Spa

Where the subject property includes a swimming pool, spa or pond, the Purchaser acknowledges that they have made their own enquiries regarding its compliance or their obligations as future owners under the provisions of any Building Regulations and have not relied on any representations made by the Vendors or the Agents in this regard.

19. Supply and Connection of Services

The Vendor and Purchaser agree that:

a) ELECTRICITY: The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of electricity with his/her chosen service provider.

b) GAS: The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of gas with his/her chosen service provider.

c) WATER & SEWERAGE: The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of water/sewerage to the property with his/her chosen service provider.

d) TELEPHONE: The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of telephone services with his/her chosen service provider.

NOTE: In the event that the Vendor has paid for connection fees the Purchaser will reimburse the Vendor for the cost of same.

20. Owner Builder Warranty (if applicable) – BUILDING ACT 1993 – SECT 137C

20.1. The following warranties are part of every Contract to which section 137B applies which relates to the sale of a home –

a) the Vendor warrants that 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 workmanlike manner; and

b) the Vendor warrants that all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the Contract, those materials were new; and

c) the Vendor warrants that that domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, this Act and the regulations.

20.2. In addition to the Purchaser under a Contract to which section 137B applies, any person who is a successor in title to the Purchaser may take proceedings for a breach of the warranties listed in subsection (20.1) as if that person were a party to the Contract.

21. FIRB: (Foreign Investment Review Board)

21.1. The Purchaser warrants to the Vendor that any approval required under the Foreign Acquisition and Takeovers Act 1975 (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of The Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations to enter into this Contract has been obtained or that a statement of non-objection in connection with the Foreign Acquisition and Takeovers Act 1975 or such guidelines has been obtained. In the event that this warranty is untrue in any respect the Purchaser hereby indemnifies and keeps indemnified the Vendor against any loss (including consequential loss) which the Vendor suffers as result of the Vendor having relied on this warranty at the time of entering into this Contract.

21.2. Where the Purchaser is not a resident and ordinarily domiciled in Australia or a foreign company, the Purchaser shall:

a) within 60 days of request of the Vendor produce to the Vendor adequate proof of the Purchaser's ability to pay the residue of moneys owning in the form of:

i. written confirmation from an Australian bank showing funds on deposit being available for the settlement of the Contract;

ii. a letter of approval from an Australian Bank in respect of any loan to be taken out by the Purchaser for the settlement of the Contract;

iii. any other approval or confirmation approved by the Vendor sufficient to show the ability of the Purchaser to pay the residue owing.

b) any failure by the Purchaser to comply with the provisions of this clause shall be deemed a material breach of this Contract and the Vendor shall be entitled to rescind this Contract.

22. Christmas & New Year Period

22.1. If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January of the following calendar year.

22.2. Neither party may issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set and 15 January of the following calendar year, or make any objection, requisition or claim for compensation arising from or in connection with the failure to complete settlement under this Special Condition.

23. Self-Representative Purchaser

In the event that the Purchaser/s will be self-representing then the Purchaser/s will be obliged to provide a Verification of Identity "VOI" prior to settlement in order to comply with Land Registry and ARNECC Model Participation Rules governing Real Estate transactions. The self-represented Purchaser/s is placed on notice that if the VOI is not supplied prior to the settlement date the Vendor/s will not be obliged to settle on the due date provided in this Contract and penalty interest will apply from the due date until the Purchaser/s has provided formal verification of identity in the appropriate format.

24. MSA Levy – (if applicable)

24.1. The Purchaser acknowledges that the Property is liable for charges or levies imposed in accordance with the *Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020* (Vic) ("MSA Act") namely the Melbourne Strategic Assessment ("MSA").

24.2. The Purchaser acknowledges that subject to either: -

a) Settlement occurring; or

b) The Vendor lawfully terminating this Contract due to a breach by the Purchaser in circumstances where the Purchaser has triggered a "Levy event" which has the meaning given to that term in the MSA Act in relation to the Property ("MSA Levy")

the Purchaser in accordance with this Special Condition 24 is and will be wholly and solely liable for payment of the MSA Levy in respect of the Property.

24.3. If the MSA Levy arises in respect of the Property prior to Settlement of the Contract and has been levied against either the Vendor or the Purchaser, then the Purchaser must as directed

in writing by the Vendor either: -

a) Provide the Vendor with proof, to the Vendor's satisfaction, that the Purchaser has reached an arrangement with the relevant Authority in respect of such MSA Levy on or prior to the due date for payment; or

b) Make payment of the MSA Levy on the due date or no later than at least fourteen (14) days prior to the Settlement Date whichever is the first to occur. The Purchaser must produce evidence of the MSA Levy payment made and as and when requested by the Vendor.

24.4. The Purchaser will have full carriage of all applications submissions and proceedings relating to the MSA and must keep the Vendor at all times fully informed by providing the Purchaser with copies of all applications, submissions, reports and the like including written updates in respect to the exercise of those rights as and when required and as and when requested by the Vendor.

24.5. Notwithstanding anything herein contained to the contrary the Purchaser indemnifies and agrees to keep indemnified the Vendor in respect of any MSA Levy or similar tax, levy, rate or charge imposed by any Authority as a consequence of any one development or subdivision of the Property.

25. GAIC – (if applicable)

25.1. The Purchaser acknowledges that the Property is liable for charges or levies imposed in accordance with the *Planning and Environment Amendment (Growth Areas Infrastructure Contribution) Act 2010* (Vic) ("GAIC Act") namely the Growth Areas Infrastructure Contribution ("GAIC").

25.2. The Purchaser acknowledges that subject to either: -

a) Settlement occurring; or

b) The Vendor lawfully terminating this Contract due to a breach by the Purchaser in circumstances where the Purchaser has triggered a GAIC event which, has the meaning given to that term in the *Planning and Environment Act 1987* (Vic) in relation to the Property

the Purchaser in accordance with this Special Condition 25 is and will be wholly and solely liable for payment of GAIC in respect of the Property.

25.3. If GAIC arises in respect of the Property prior to Settlement of the Contract and has been levied against either the Vendor or the Purchaser, then the Purchaser must as directed in writing by the Vendor either: -

a) Provide the Vendor with proof, to the Vendor's satisfaction, that the Purchaser has reached an arrangement with the State Revenue Office in respect of such GAIC on or prior to the due date for payment; or

b) Make payment of the GAIC on the due date or no later than at least fourteen (14) days prior to the Settlement Date whichever is the first to occur. The Purchaser must produce evidence of the GAIC payment made and as and when requested by the Vendor.

25.4. The Purchaser will have full carriage of all applications, submissions and proceedings relating to GAIC and must keep the Vendor at all times fully informed by providing the Purchaser with

copies of all applications, submissions, reports and the like including written updates in respect to the exercise of those rights as and when required and as and when requested by the Vendor.

25.5. The Purchaser will not lodge any type of application, submission or proposal of any nature with Council for purposes of obtaining any planning permit or approval for their intended development of the property prior to settlement having occurred.

25.6. Notwithstanding anything herein contained to the contrary the Purchaser indemnifies and agrees to keep indemnified the Vendor in respect of any GAIC or similar tax, levy, rate or charge imposed by any Authority as a consequence of any one development or subdivision of the Property.

26. Windfall Tax – (if applicable)

The Purchaser is responsible for the payment of any notice, demand or levy imposing any liability on the property without limitation and including but not limited to any liability for the payment of any Windfall Gains Tax (*as that term is defined in the Windfall Gains Tax and State Taxation and other Acts Further Amendment Act 2021*) or any other tax or imposition that does not relate to periodic outgoings made before or after the day of sale noted on the Contract of Sale.

Upon any liability being struck, the Purchaser will promptly pay the liability before the due date. In the event the Purchaser fails to pay the liability by the due date, the Purchaser will be responsible for all outstanding fees, interest and any costs incurred. If the liability is not paid by the due date, the Vendor will charge penalty interest pursuant to the *Penalty Interest Rates Act 1983* (Vic) (currently 10% per annum) per annum, calculated on a daily basis on the balance outstanding for each day payment becomes overdue.

27. If there is any inconsistency between the General Conditions and any Special Condition, then to the extent of any inconsistency the Special Condition will prevail and have priority.

DEED OF GUARANTEE

THIS DEED dated day of 2023

BETWEEN **Nicholaos Lykopoulos as Executor of the Estate of the Late Lemona Tsakiridis Deceased**

of 58 Lackenheath Drive, Tullamarine, Vic 3043

(Vendor)

AND _____

of _____

(Purchaser)

AND _____

of _____

(Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;

2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;

3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and

4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

EXECUTED AS A DEED

EXECUTED BY **ACN** **in accordance with Section 127 of the Corporations Act 2001 by being signed by the Authorised person:**	))	..... Director Name: Address: ..... Secretary Name: Address:

SIGNED BY THE SAID in the presence of: ..... Signature of witness ..... Print name of witness	)))	..... Signature

SIGNED BY THE SAID in the presence of: ..... Signature of witness ..... Print name of witness	)))	..... Signature

Due Diligence Checklist

(04/10/2016) consumer.vic.gov.au/duediligencechecklist

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

VENDOR'S GOODS AND SERVICES TAX (GST) WITHHOLDING NOTICE

Date of Issue: 3 / 3 / 23

TO THE PURCHASER: -

In accordance with Section 14-255 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) (**TAA 1953**), you are notified that our supply of real property to you is:

VENDOR/S: **Nicholaos Lykopoulos as Executor of the Estate of the Late Lemona Tsakiridis Deceased**

PROPERTY ADDRESS: **9 Bickford Close, Tullamarine VIC 3043**

Are you are required to withhold a GST amount from the Contract Price and remit it to the Commissioner of Taxation in accordance with Section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth)

☐ Yes ☑ No

(If yes, please complete the Supplier Details and Transaction Details below)

Supplier Details:

Entity Name: _____

ABN: (if applicable) _____

Entity Type: (Individual/Company) _____

Telephone Number: _____

Address: _____

Transaction Details:

Margin Scheme Applies: ☐ Yes ☐ No

Contract Price (GST Inclusive): $_____

Withholding Payment Amount: $_____

Due Date (Settlement Date): _____

Vendor/s Signatures: Nick Lykop _____

Vendor/s Names: Nicholaos Lykopoulos as Executor of the Estate of the Late Lemona Tsakiridis Deceased

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.

Land	**9 Bickford Close, Tullamarine 3043**	
Vendor's name	**Nicholaos Lykopoulos** **as Executor of the Estate of the Late Lemona Tsakiridis Deceased**	**Date** **/ /**
Vendor's signature		
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Their total does not exceed: $6,000.00

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:

Not Applicable.

4.3. **Compulsory Acquisition**

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

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 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

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)

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 11081 FOLIO 154 Security no : 124104468043H
Produced 07/03/2023 12:56 PM

LAND DESCRIPTION

Lot 61 on Plan of Subdivision 110012.
PARENT TITLE Volume 09102 Folio 761
Created by instrument AF975401B 17/07/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NICHOLAOS LYKOPOULOS of 58 LACKENHEATH DRIVE TULLAMARINE VIC 3043
Executor(s) of LEMONA TSAKIRIDIS deceased
AW593687J 01/03/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP110012 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AW592459D (E)	CONV PCT & NOM ECT TO LC	Completed	28/02/2023
AW593687J (E)	TRANSMISSION APPLICATION	Registered	01/03/2023

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

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

Street Address: 9 BICKFORD CLOSE TULLAMARINE VIC 3043

ADMINISTRATIVE NOTICES

NIL

eCT Control 21262X FRANK J. HORVAT & CO., PTY.
Effective from 01/03/2023

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	**Plan**
Document Identification	**LP110012**
Number of Pages (excluding this cover sheet)	**9**
Document Assembled	**07/03/2023 12:57**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Delivered by LANDATA®, timestamp 07/03/2023 12:57 Page 1 of 9

PLAN OF SUBDIVISION OF
PART OF CROWN ALLOTMENTS 1 AND 2
PORTION 4
PARISH OF TULLAMARINE
COUNTY OF BOURKE
VOL.8801 FOL.834
VOL.8909 FOL.525
VOL.8981 FOL.039
MEASUREMENTS ARE IN FEET AND INCHES

LP 110012
EDITION 3
PLAN APPROVED 4/2/75.

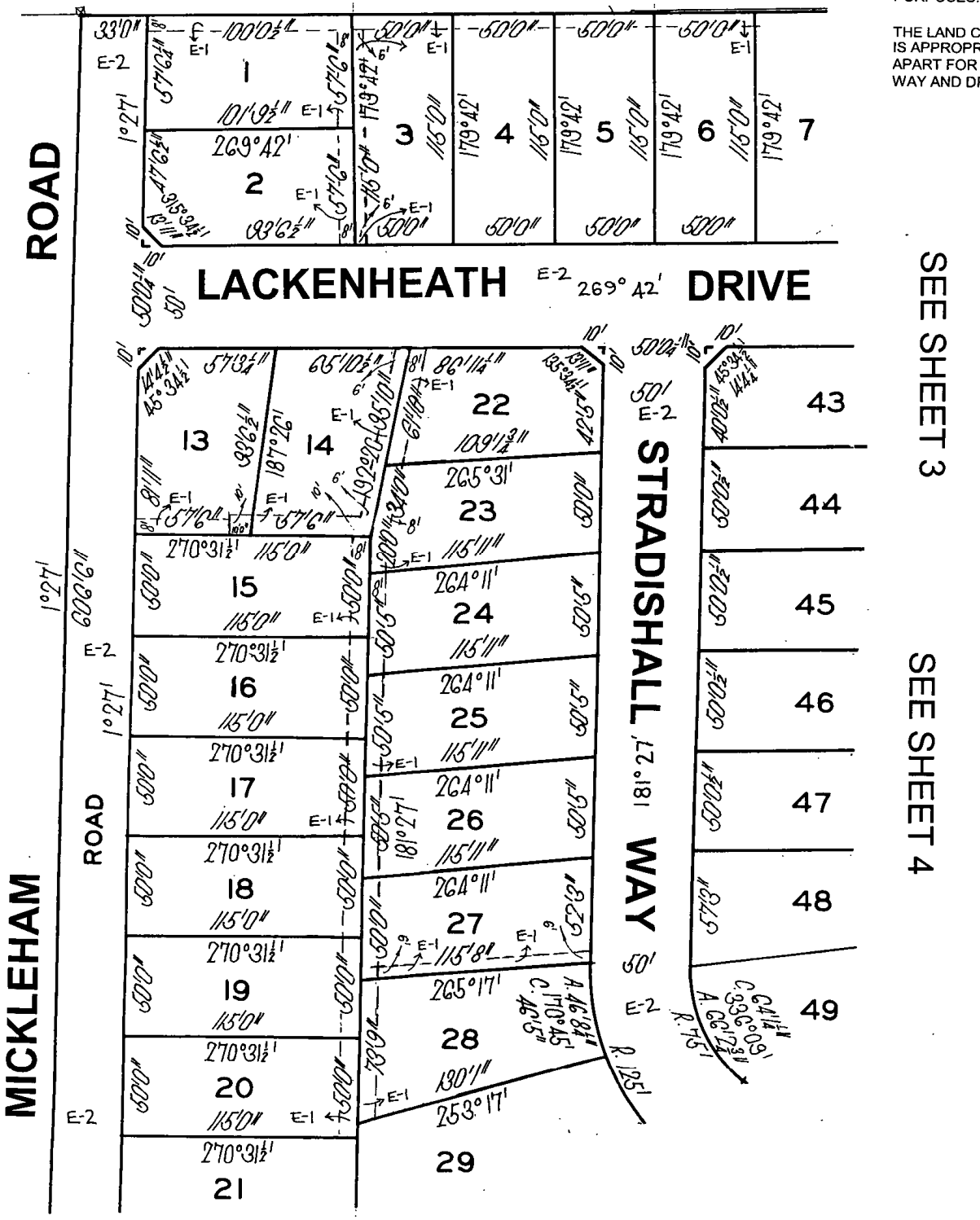
8 SHEETS
SHEET 1

COLOUR CODE
E-1 = BLUE
E-2 = BROWN

APPROPRIATIONS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE PURPOSES.

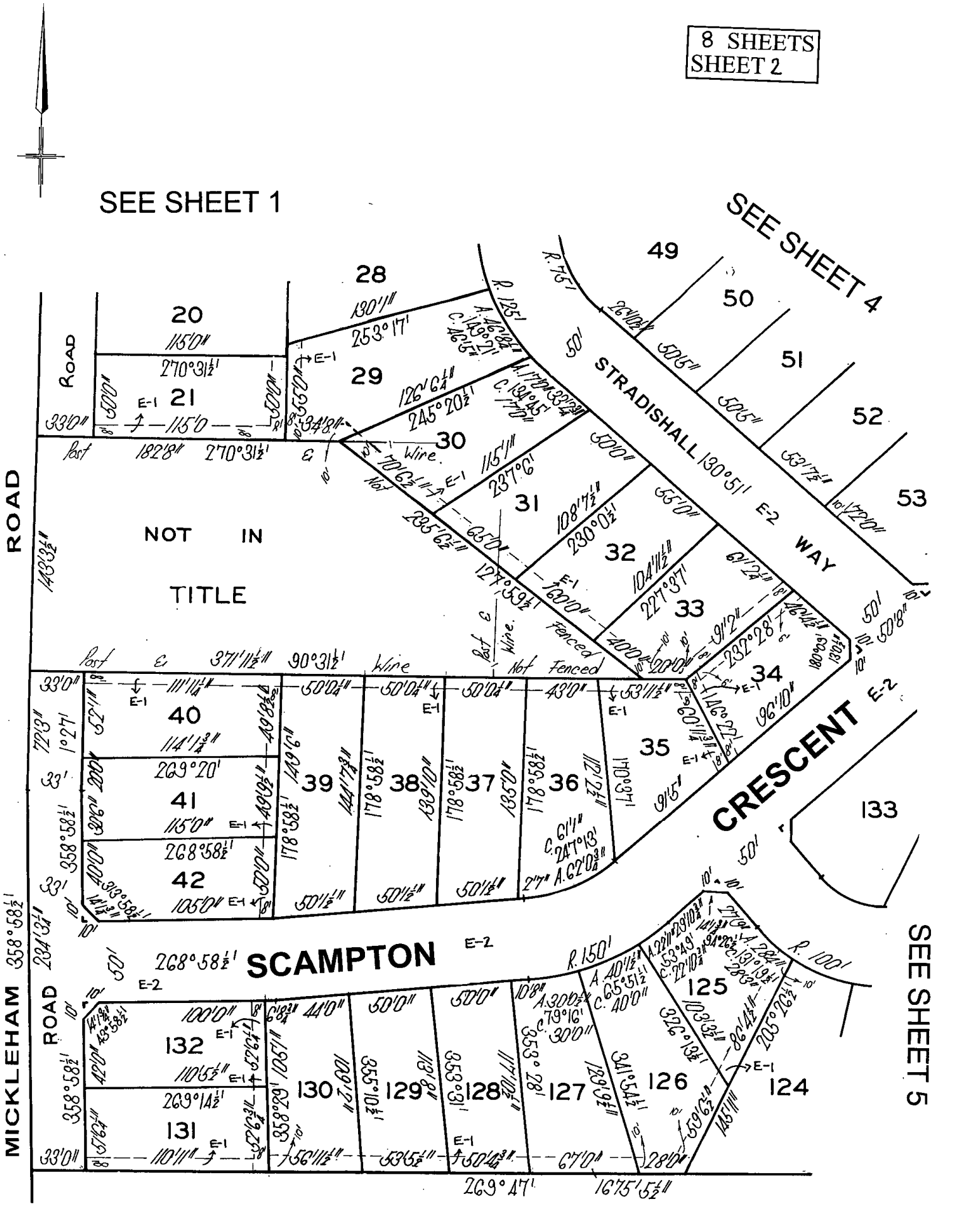
THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE.



Delivered by LANDATA®, timestamp 07/03/2023 12:57 Page 2 of 9

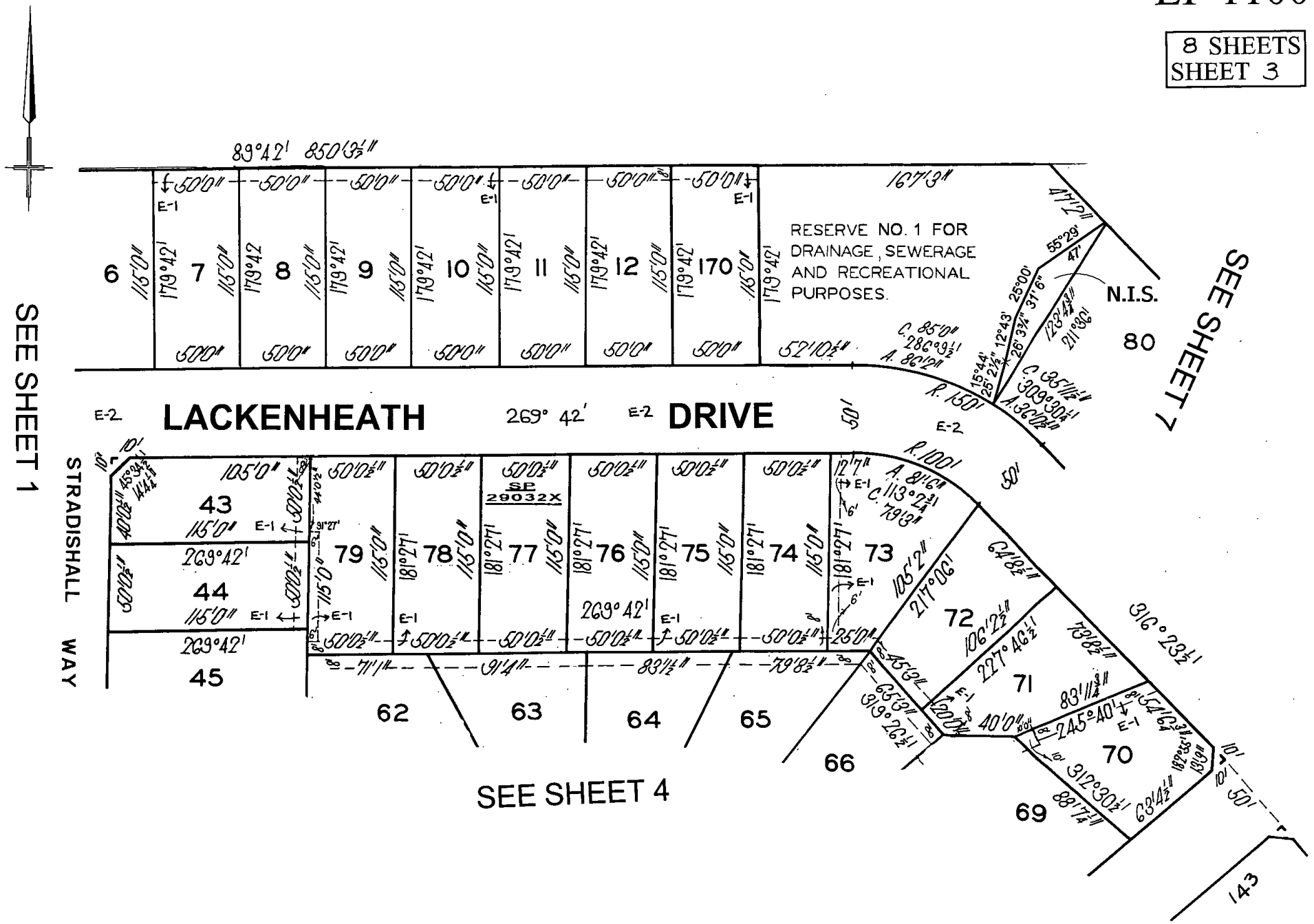
LP 110012

8 SHEETS
SHEET 2



LP 110012

8 SHEETS
SHEET 3

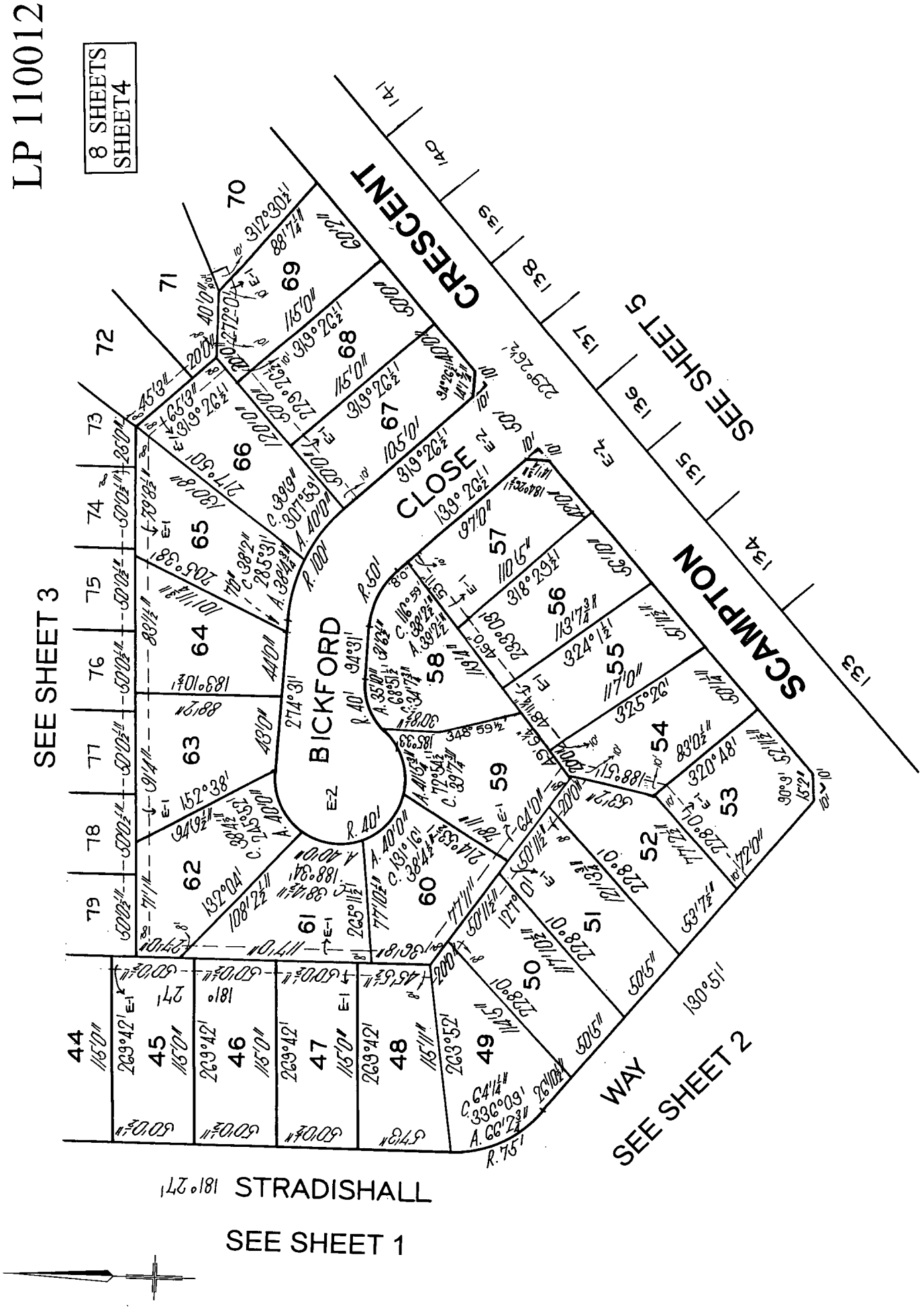


Delivered by LANDATA®, timestamp 07/03/2023 12:57 Page 3 of 9

Delivered by LANDATA®, timestamp 07/03/2023 12:57 Page 4 of 9

LP 110012

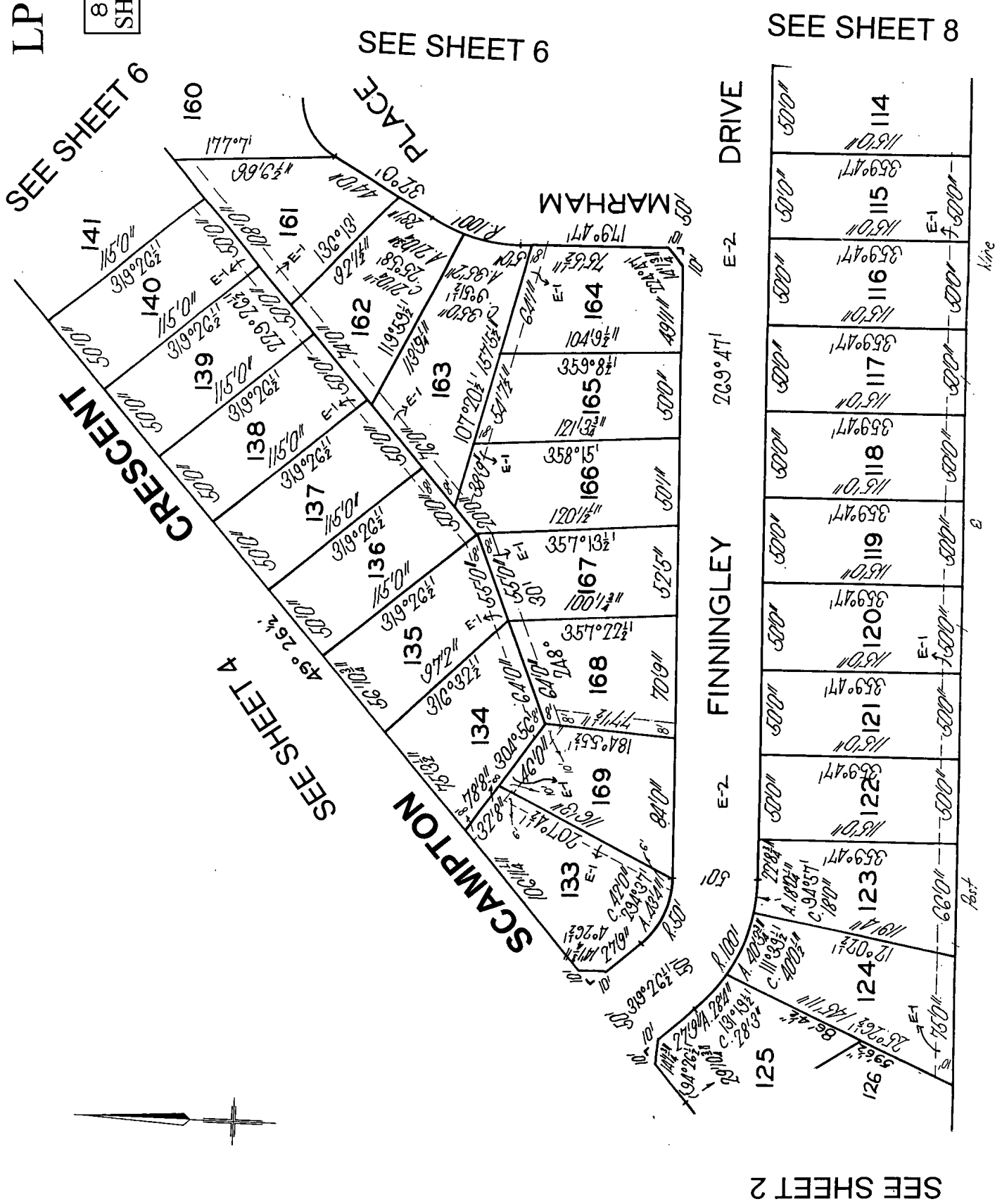
8 SHEETS
SHEET4



Delivered by LANDATA®, timestamp 07/03/2023 12:57 Page 5 of 9

LP 110012

8 SHEETS
SHEET 5

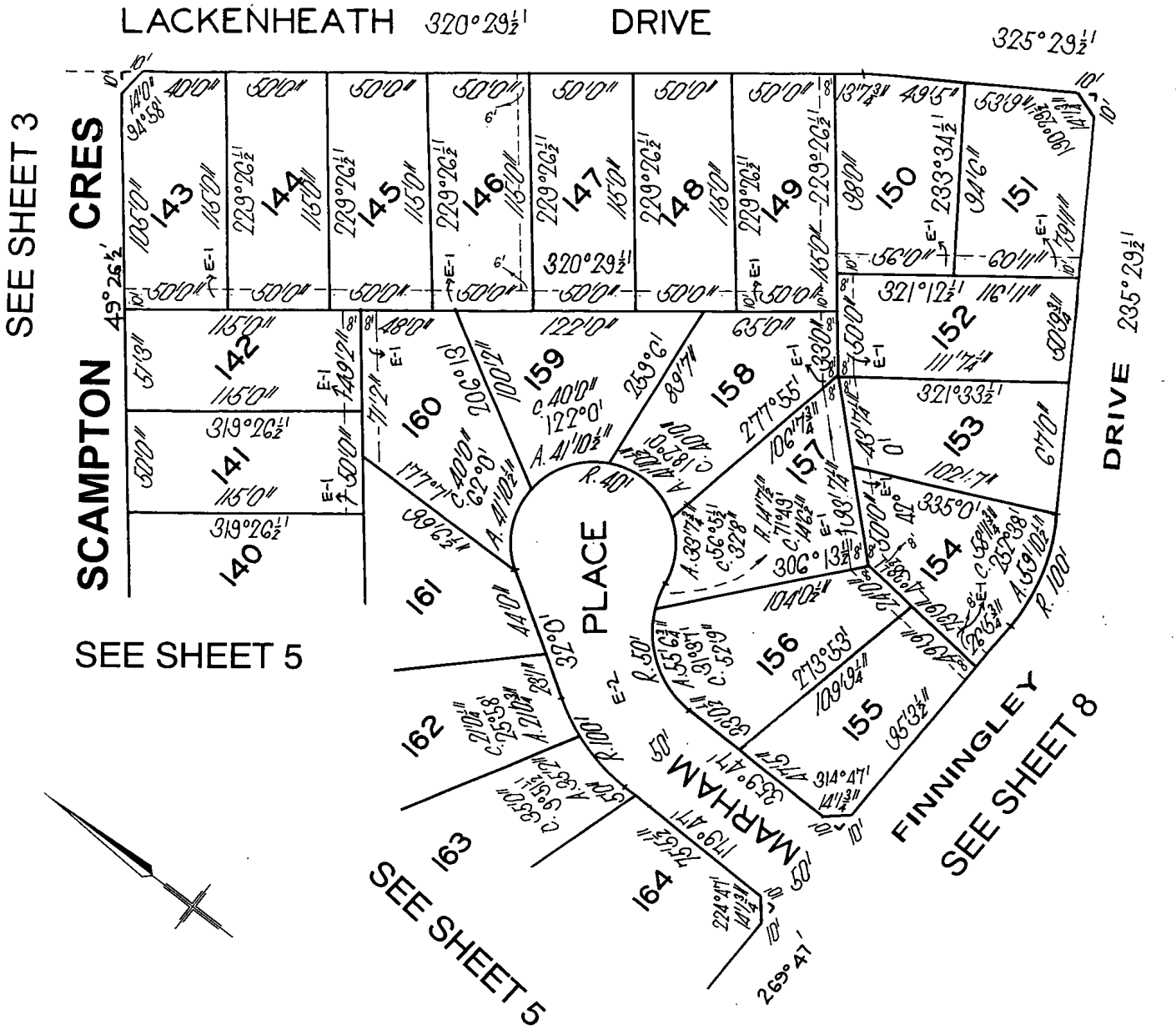


Delivered by LANDATA®, timestamp 07/03/2023 12:57 Page 6 of 9

LP 110012

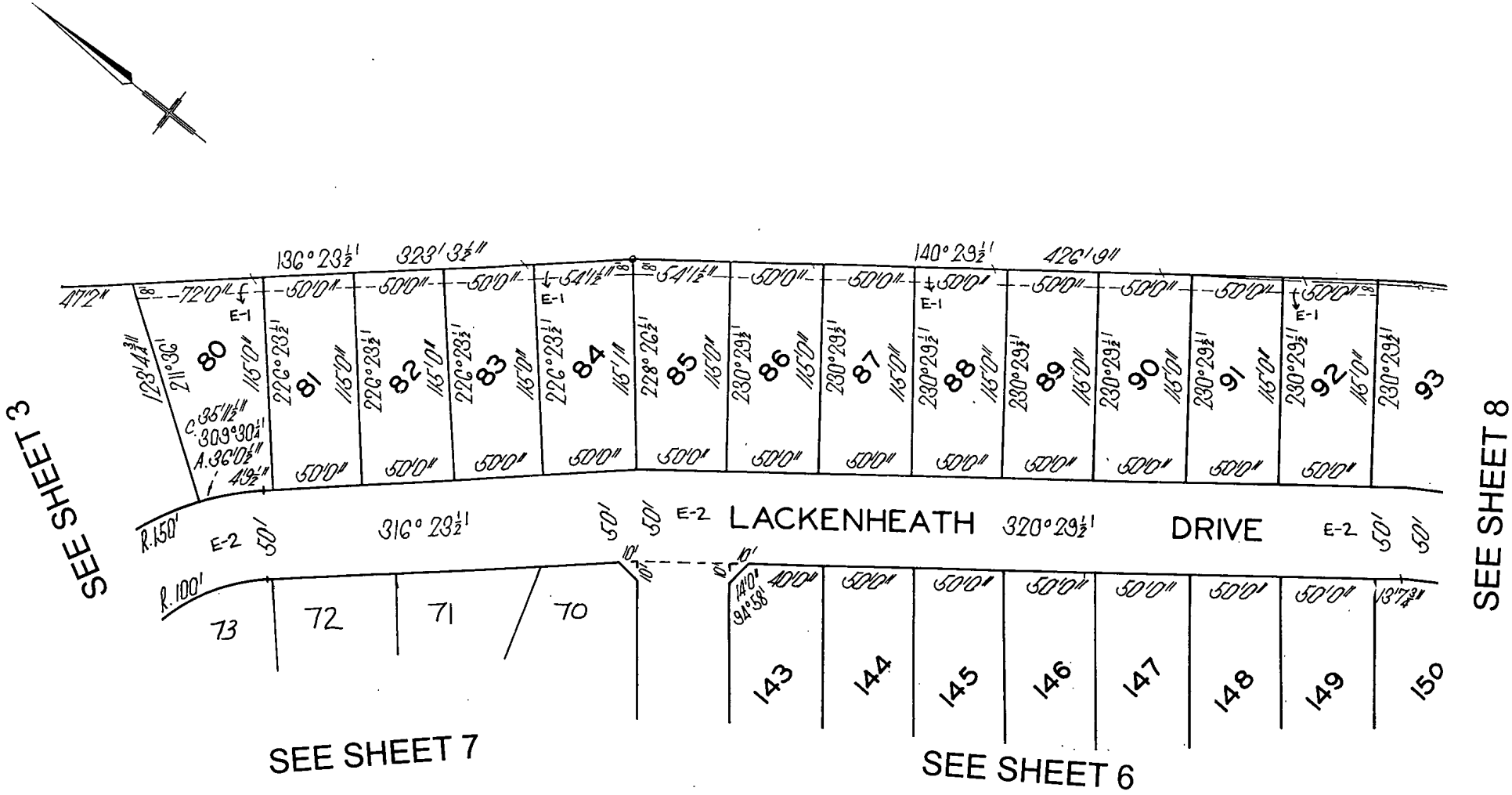
8 SHEETS
SHEET 6

SEE SHEET 7



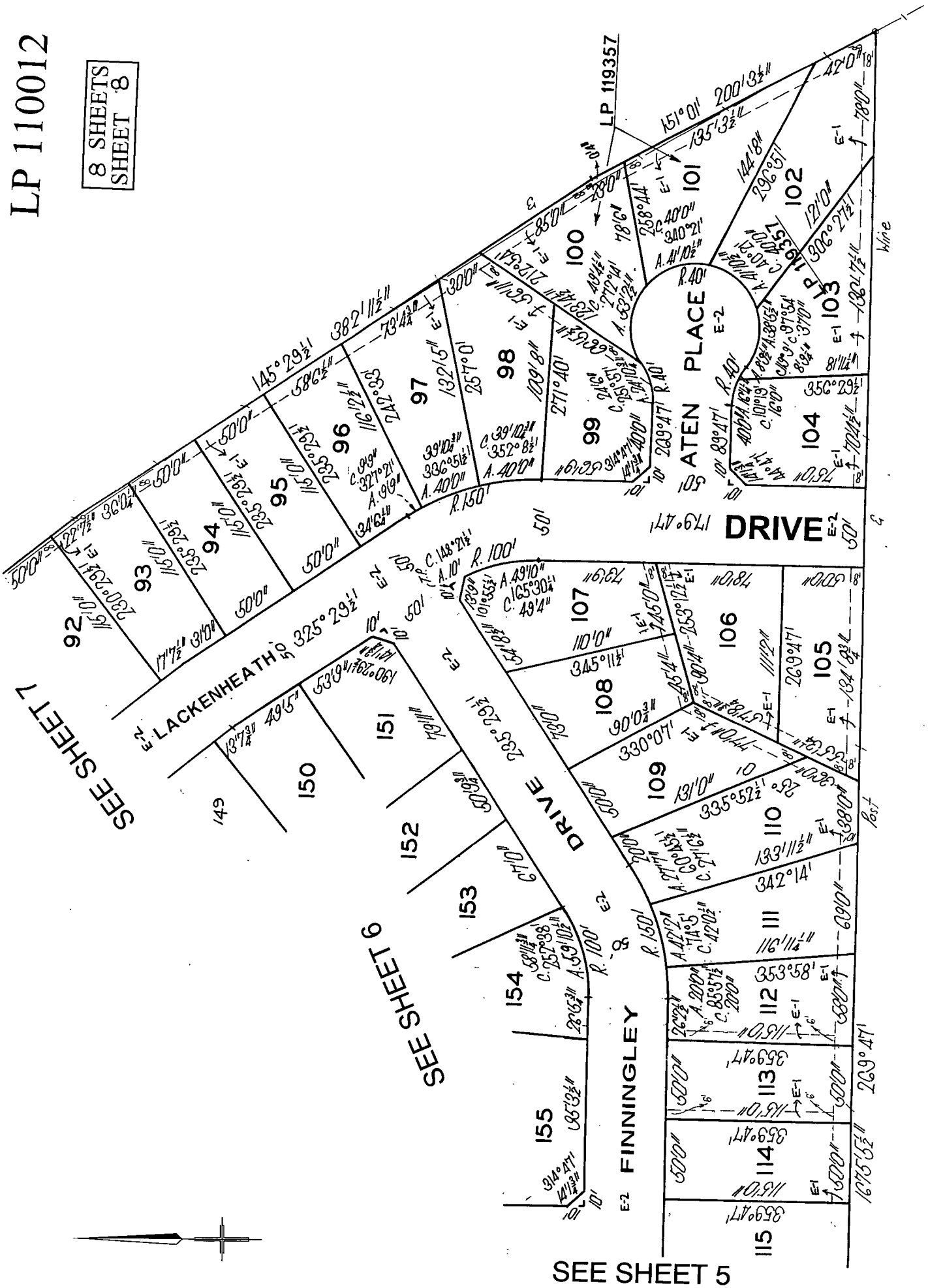
LP 110012

8 SHEETS
SHEET 7



Delivered by LANDATA®, timestamp 07/03/2023 12:57 Page 7 of 9

Delivered by LANDATA®, timestamp 07/03/2023 12:57 Page 8 of 9



MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER
LP 110012

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
RESERVE		**EXCISION**	**L.G.D.2494**	**4/2/75.**		**2**	MRB
RESERVE ADJAC. TO LOTS 80 & 170	RESERVE NO.1	RECTIFICATION	AC674465C	17/2/04		3	GAH.

Delivered by LANDATA®, timestamp 07/03/2023 12:57 Page 9 of 9

PROPERTY REPORT

Environment, Land, Water and Planning

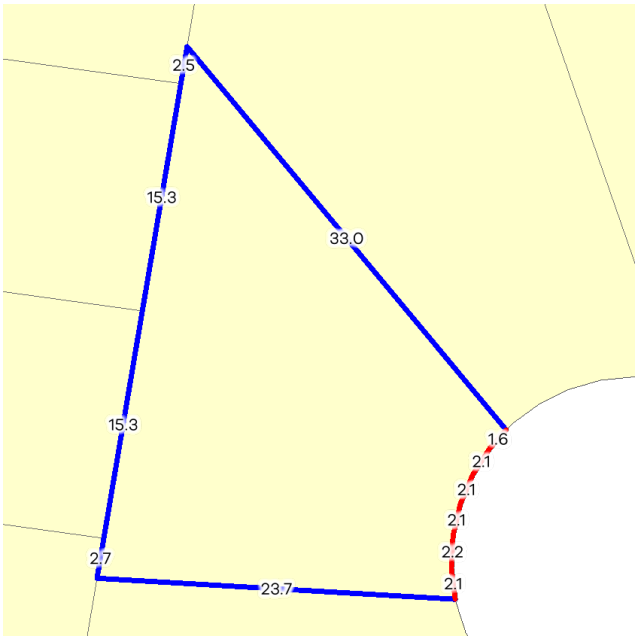
From www.planning.vic.gov.au at 09 October 2023 12:22 PM

PROPERTY DETAILS

Address:	**9 BICKFORD CLOSE TULLAMARINE 3043**
Lot and Plan Number:	**Lot 61 LP110012**
Standard Parcel Identifier (SPI):	**61\LP110012**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**507329**
Directory Reference:	**Melway 5 J11**

SITE DIMENSIONS

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



Area: 570 sq. m
Perimeter: 105 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.

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:	**JEMENA**

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

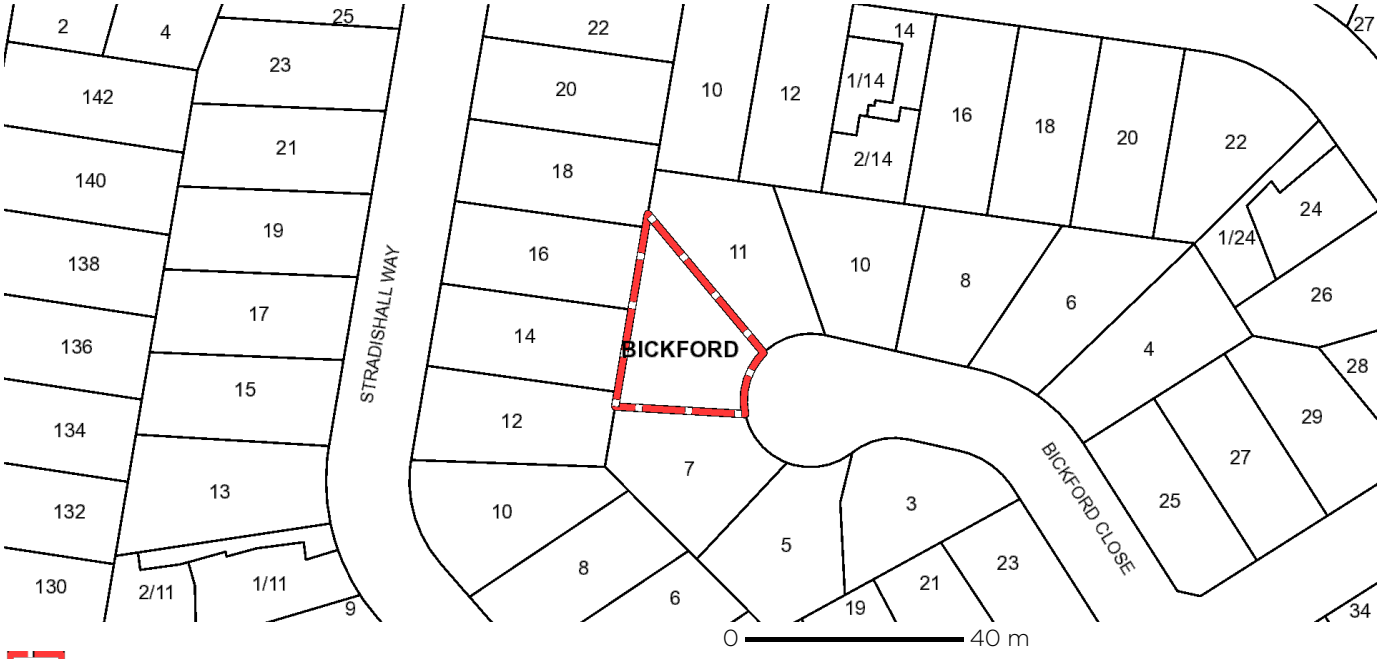
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



Selected Property

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 09 October 2023 12:23 PM

PROPERTY DETAILS

Address:	**9 BICKFORD CLOSE TULLAMARINE 3043**
Lot and Plan Number:	**Lot 61 LP110012**
Standard Parcel Identifier (SPI):	**61\LP110012**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**507329**
Planning Scheme:	**Hume** Planning Scheme - Hume
Directory Reference:	**Melway 5 J11**

UTILITIES

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

STATE ELECTORATES

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

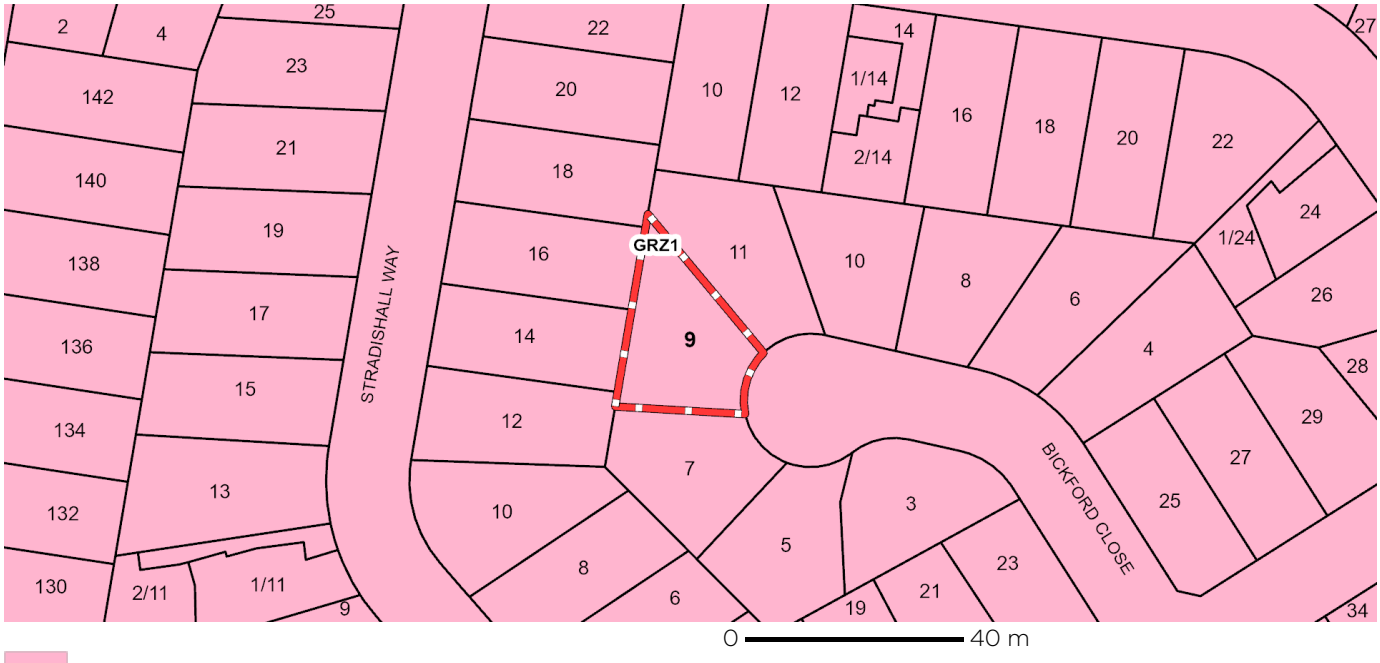
OTHER

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

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 4 October 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 abut 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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

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 Bushfire Prone Areas

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) 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)

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

HUME CITY COUNCIL
ABN: 14 854 354 856

Your rates and valuation notice

For the period 1 July 2023 to 30 June 2024

Enquiries: 9205 2200

N LYKOPOULOS
58 LACKENHEATH DR
TULLAMARINE VIC 3043

023
R1_12813

PROPERTY NUMBER: 507329
PAYMENT REFERENCE: 9302100
DATE OF ISSUE: 31/08/2023

For emailed notices:
hume.enotices.com.au
Reference: E6BD7638DZ

PROPERTY DETAILS

9 BICKFORD CL TULLAMARINE VIC 3043
Lot 61 LP 110012
Owner Details: NICHOLAOS LYKOPOULOS

Site Value	Capital Improved Value	Net Annual Value
$480,000	$650,000	$32,500

Level of Value Date: 01/01/2023 AVPCC: 110-Detached Dwelling
Date Adopted for Rating Purposes: 01/07/2023
* Council has been appointed agent to collect these funds on behalf of the Victorian Government

RATES, CHARGES AND REBATES

General Rate	0.0023143 x $650,000	$1,504.20
Kerbside Waste Charge	$295.74	$295.74
Public Waste Charge	$200.93	$200.93
Optional 240Ltr - Organics Service		$114.00
Vic State Gov FSPL Residential Fixed*	$125.00	$125.00
Vic State Gov FSPL Residential Variable*	.000046 x $650,000	$29.90
Total Amount Due		**$2,269.77**

INSTALMENT 1
$568.77
Payable 30/09/2023
INSTALMENT 2
$567.00
Payable 30/11/2023
INSTALMENT 3
$567.00
Payable 29/02/2024
INSTALMENT 4
$567.00
Payable 31/05/2024

Scan here to pay

VISA mastercard **Bank Account**

HOW TO PAY

Avoid late payment interest by paying your rates on time. Payment plans are available.

BPAY (BPAY View Registration No: 9302100
Access Bpay via your internet banking
BILLER CODE: **12500**
REF: **9302100**

POST BILLPAY
BILLPAY CODE: **0862**
REF: **9302100**

*862 9302100

ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay

DIRECT DEBIT
Register online at hume.vic.gov.au/rates to arrange automatic payment of your account

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

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

10th October 2023

HORVAT LEGAL.

Dear HORVAT LEGAL.,

RE: Application for Water Information Statement

Property Address:	9 BICKFORD CLOSE TULLAMARINE 3043
Applicant	HORVAT LEGAL.
Information Statement	30800485
Conveyancing Account Number	2608310856
Your Reference	39756 Lykopoulos

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. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	9 BICKFORD CLOSE TULLAMARINE 3043

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.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	9 BICKFORD CLOSE TULLAMARINE 3043

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

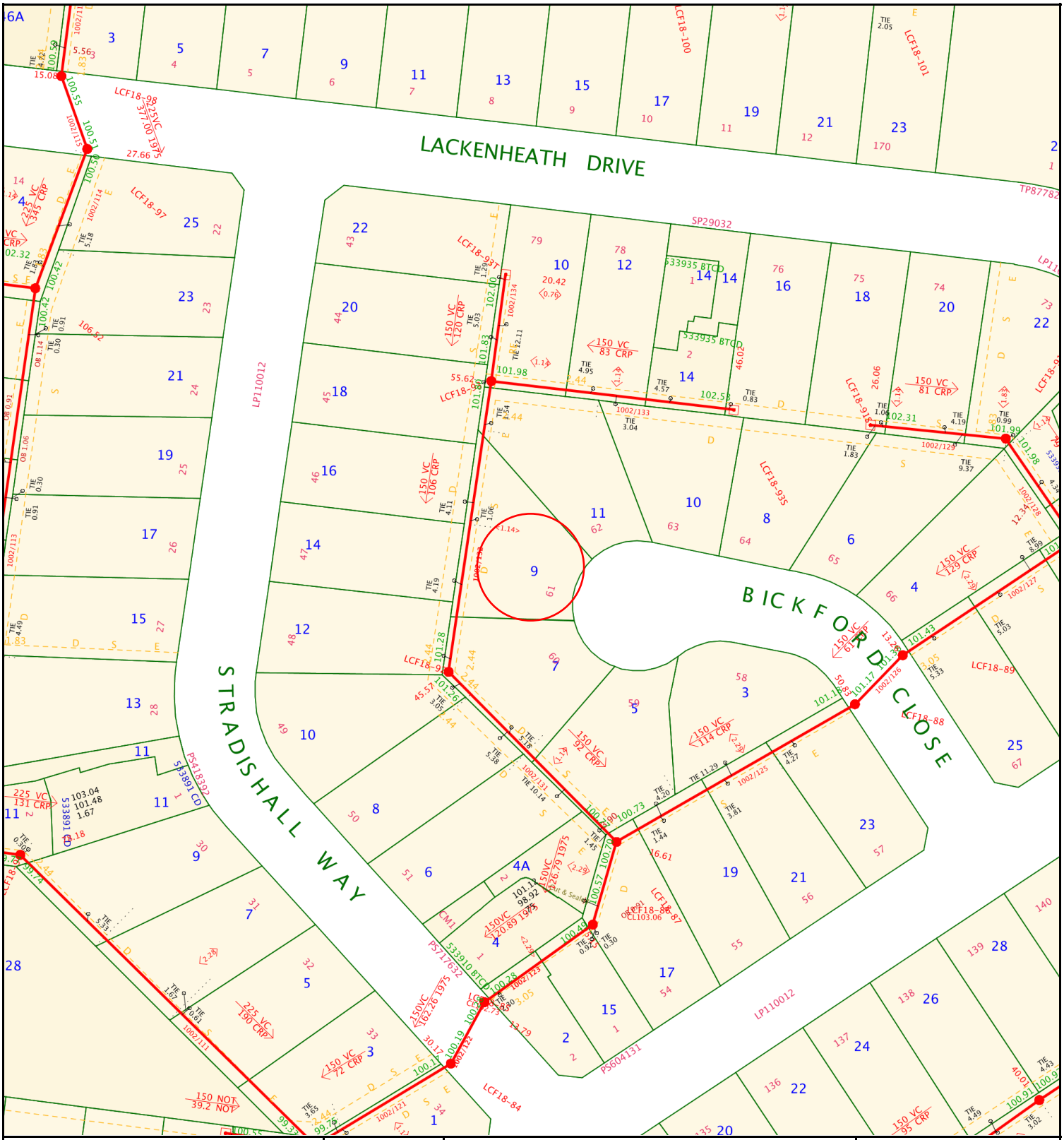
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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: 30800485**	**Address**	9 BICKFORD CLOSE TULLAMARINE 3043	Yarra Valley Water ABN 93 066 902 501
	Date	10/10/2023	N
	Scale	1:1000	

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	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;

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

HORVAT LEGAL.
julie@frankhorvat.com.au

RATES CERTIFICATE

Account No: 0241642297
Rate Certificate No: 30800485

Date of Issue: 10/10/2023
Your Ref: 39756 Lykopoulos

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
9 BICKFORD Cl, TULLAMARINE VIC 3043	61\LP110012	1190784	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2023 to 31-12-2023	$20.26	$20.26
Residential Sewer Service Charge	01-10-2023 to 31-12-2023	$115.72	$115.72
Parks Fee *	01-10-2023 to 31-12-2023	$21.33	$21.33
Drainage Fee	01-10-2023 to 31-12-2023	$29.70	$29.70
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$187.01

Please note, from 1 July 2023:

* The Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, 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.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1190784

Address: 9 BICKFORD CI, TULLAMARINE VIC 3043

Water Information Statement Number: 30800485

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 02416422978

Amount Paid		Date Paid		Receipt Number	

Property Clearance Certificate

Land Tax

INFOTRACK / FRANK J. HORVAT & CO. PTY.

Your Reference:	39756
Certificate No:	67251981
Issue Date:	13 OCT 2023
Enquiries:	JXD11

Land Address: 9 BICKFORD CLOSE TULLAMARINE VIC 3043

Land Id	Lot	Plan	Volume	Folio	Tax Payable
6156021	61	110012	11081	154	$0.00

Vendor: NICHOLAOS LYKOPOULOS AS EXECUTOR OF THE ESTATE OF

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ESTATE OF LEMONA TSAKIRIDIS	2023	$452,000	$679.00	$0.00	$0.00

Comments: Land Tax of $679.00 has been assessed for 2023, an amount of $679.00 has been paid. Property is exempt: LTX Administration Trust - surcharge exempt.

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:	$617,000
SITE VALUE:	$452,000
CURRENT LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 67251981

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 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.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $679.00

Taxable Value = $452,000

Calculated as $375 plus ($452,000 - $300,000) multiplied by 0.200 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 67251981

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

CARD

Ref: 67251981

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / FRANK J. HORVAT & CO. PTY.

Your Reference:	39756
Certificate No:	67251981
Issue Date:	13 OCT 2023

Land Address:	9 BICKFORD CLOSE TULLAMARINE VIC 3043

Lot	Plan	Volume	Folio
61	110012	11081	154

Vendor: NICHOLAOS LYKOPOULOS AS EXECUTOR OF THE ESTATE OF

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

Notes to Certificate - Windfall Gains Tax

Certificate No: 67251981

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 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.

General information

8. 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.
9. 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.
10. 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

Biller Code: 416073
Ref: 67251983

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

CARD

Ref: 67251983

Visa or Mastercard

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

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.

DEPOSIT STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")

VENDORS: **Nicholaos Lykopoulos as Executor of the Estate of the Late Lemona Tsakiridis Deceased**

PROPERTY: **9 Bickford Close, Tullamarine VIC 3043**

1. 1. *The Property is not subject to a mortgage (as defined in the Act)*

~~*or*~~

~~1. *Particulars of the Mortgage(s) to which the Property is now subject -*~~

1.1 $_____ *is the amount secured by the mortgage.*

$_____ *instalments must be paid at* _____ *intervals.*

$_____ *is the amount now required to discharge the mortgage (as defined in the Act), which amount includes any outstanding rates, taxes or charges due to any statutory body, or any other charge or lien for money or monies worth.*

1.2 *The mortgage does not provide for further advance(s).*

1.3 _____ *% p.a. is the lower rate of interest payable under the Mortgage (and default rate is ..... p.a.).*

1.4 _____ *the date by which amount secured by the Mortgage is to be repaid (unless the lender demands early repayment upon any breach of its conditions).*

1.5 *The Vendors are not in default under the Mortgage.*

1.6 *The Mortgage lender is* _____

of _____

1.7 *The Mortgage lender has not consented to the Purchaser assuming the Vendors' obligations under the Mortgage.*

2. *There is no caveat lodged against the title to the Property under the Transfer of Land Act 1958.*

~~*[*OR]*~~

~~2. *The property is now affected by the following Caveat(s)-*~~

Caveat No. _____

Caveator _____

Security claimed by Caveator _____

DATE OF THIS STATEMENT: 3 / 3 / 20...23

Signature of the Vendors

_____
Nicholaos Lykopoulos as Executor of the Estate of the Late Lemona Tsakiridis Deceased

_____

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT: / / 20.....

Signature of the Purchaser _____

1. RELEASE OF THE DEPOSIT BY THE PURCHASER

1. The Purchaser is satisfied that –

   (a) the above particulars provided by the Vendors is accurate.

   (b) the particulars indicate that the purchase price is sufficient to discharge all mortgages over the Property.

   (c) the contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser is deemed to have accepted title.

DATE OF THIS RELEASE: / /20.....

Signature of the Purchaser _____