

DATED

2024

**KYLIE MICHELLE SAUNDERS as Executor of Gwenda Helen White deceased**

**TO**

---

**CONTRACT OF SALE OF LAND  
and  
VENDOR STATEMENT**

---

**Property: 169 CHEDDAR ROAD, RESERVOIR VIC 3073**

**MELBOURNE LEGAL CHAMBERS**

Solicitors

Level 1, 355 High Street

Northcote Vic 3070

Tel: 1300 739 361

Ref: MM:AT:240191

**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.

## 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...../...../2024

**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...../...../2024

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

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

**KYLIE MICHELLE SAUNDERS as (Executor of Gwenda Helen White deceased)**

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*.



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## 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

Name: **HARCOURTS RATA & CO**

Address: 1/337 Settlement Road, Thomastown VIC 3074

Email: sold@rataandco.com.au

Tel:

Mob:

Fax:

Ref: George Ioannou

#### Vendor

Name: KYLIE MICHELLE SAUNDERS ( Executor of Gwenda Helen White deceased)

Address of

ABN/ACN:

Email:

#### Vendor's legal practitioner or conveyancer

##### Melbourne Legal Chambers

Level 1, 355 High Street, Northcote VIC 3070

PO Box 387, Northcote VIC 3070

Email: conveyancing@melblaw.com.au

Tel: 8679 6200

Mob:

Fax: 1300 739 371

Ref:240211

#### 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 06939 Folio 727	205	Plan of Subdivision 013421

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: **169 CHEDDAR ROAD, RESERVOIR VIC 3073**

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

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

### 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**

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

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

**Lease** (general condition 5.1)

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

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

- ☐ a lease for a term ending on 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

### ☒ Special condition 1 – Deposit

General condition 14.12 is added:

- 14.2 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.

### ☒ Special condition 2 – Electronic settlement

General conditions 18.10 and 18.11 are added:

- 18.10 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement; and
- 18.11 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 10.

### ☐ Special condition 3 – Deposit bond

General conditions 15.2, 15.4 and 15.5(b) are amended as follows:

- 15.2 (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
- (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 15.4 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions;
- 15.5(b) the date that is 30 days before the deposit bond or any replacement deposit bond expires.

### ☒ Special condition 4 – Auction

4. If the property is offered for sale by public auction, it shall be subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2004 or any rules prescribed by regulation which modify or replace those rules.

### ☒ Special condition 5 – Construction

5. In the interpretation of this Contract, unless inconsistent with the context:

- (a) A reference to :
- (i) The Property includes a reference to any part of the Property;
- (ii) A natural person includes a reference to a firm, corporation or other corporate body and vice versa;
- (iii) The singular includes a reference to the plural and vice versa;
- (iv) A gender includes a reference to any other gender;
- (v) "dollars" or "\$" will be taken as referring to amounts in Australian currency;
- (vi) Any law includes a reference to that law as amended, consolidated, replaced or re-enacted from time to time, and any regulation, instrument, by-law or other subordinate legislation made or issued under it;



- (vii) A person or body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable; and
- (viii) A party to this Contract includes a reference to that party's personal representatives, administrators, successors and assigns.
- (b) If a party to this Contract is comprised of more than one person, this Contract binds them jointly and each of them severally.
- (c) An obligation imposed by this Contract on or in favour of more than one person binds or benefits all of them jointly and each of them individually.
- (d) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Contract.
- (e) "the Act" means the *Sale of Land Act 1962* (Vic).
- (f) "Annexure" means an annexure to this Contract.
- (g) "Business Day" means a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or public holiday.
- (h) "Contract" means this Contract of Sale of Real Estate and the Annexures.
- (i) "Nominee" means a personal body corporate nominated by the purchaser as a substitute or additional purchaser in accordance with Special Condition 23.
- (j) "Property" means the Land and Goods.
- (k) "Vendor's Statement" means the statement signed by the vendor and given to the purchaser in accordance with section 32 of the Act, a copy of which is annexed to this Contract.

☒ **Special condition 6 – Purchaser's Acknowledgements**

6.1 The purchaser acknowledges that :

- (a) the purchaser has entered into this Contract solely on the basis of the purchaser's own inspection of the Property and the purchaser's own enquiries.
- (b) the purchaser is purchasing the Property :
  - (i) in its present condition and state of repair;
  - (ii) subject to all defects latent and patent;
  - (iii) subject to any infestations and dilapidation;
  - (iv) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the Property; and
  - (v) subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- (c) No failure of any improvements or infrastructure on or in the property to comply with -
  - (i) any laws legislation regulations or by-laws relating thereto;
  - (ii) the requirements of any municipality authority or person exercising any powers or functions under any applicable laws or legal requirements;
  - (iii) any planning permit;
  - (iv) any covenant or covenants affecting the property (if any);
  - (v) any easement affecting the property (if any),shall constitute a defect in the vendor's title and the purchaser shall not make any claim objection or requisition or attempt to rescind or terminate this Contract or seek to delay or defer settlement or to withhold any part of the price as a result of or in respect of inter alia any of the matters referred to in this Special Condition.
- (d) any information, promise, representation or warranty which may have been made by the vendor, the vendor's agent or any other person for or on behalf of the vendor :
  - (i) was not made with the intention or knowledge that it would be relied upon;



- (ii) has not in fact been relied upon by the purchaser; and
- (iii) if not set out in this Contract is expressly negated and withdrawn.
- (e) before signing this Contract or any prior contract for the Property the purchaser received :
  - (i) from the vendor's agent a statement in accordance with Section 51 of the Estate Agents Act 1980 (if applicable); and
  - (ii) from the vendor or the vendor's agent a copy of the Vendor's Statement.
- (f) the vendor sells the Property in its present state and condition and with no warranty or representation as to the structural soundness or otherwise of any improvements or infrastructure on or in the Property.
- (g) it shall not require the vendor to make good any damage to or defects in any improvements or infrastructure on or in the Property irrespective of whether those defects are patent or latent.
- (h) the Vendor is under no obligation to and will not provide to the purchaser:-
  - (i) evidence that the Property complies with any covenant or covenants (if any) which affect the Property; or
  - (ii) permits, consents, approvals, certificate of occupancy, or any other documentation material or information in respect of the Property.

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

☒ **Special condition 7 – Planning**

7. The purchaser buys the Property subject to all restrictions as to use under any planning schemes, planning permits, or orders and all other planning controls, regulations or by-laws made by any authority empowered by any legislation to control the use of the land. No such restriction constitutes a defect in the vendor's title or affects the validity of this Contract and the purchaser must not make objection and is not entitled to any compensation from the vendor in respect thereof.

☒ **Special condition 8 – Condition of the Property**

- 8.1 The purchaser agrees and acknowledges that the purchaser :
- (a) has inspected the Property as at the day of sale;
  - (b) accepts and purchases the Property in its state of repair and condition as at the day of sale and subject to any defects, need for repair or infestation; and
  - (c) will accept the Property in that condition (subject to fair wear and tear) at settlement.
- 8.2 The vendor makes no warranty or representation as to the suitability or fitness of the Property for any purpose whatsoever.
- 8.3 The purchaser acknowledges that the improvements on the Property or any alteration is there to may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which such improvements or alterations were constructed. Any failure to comply with any such regulations or laws will not constitute a defect in the vendor's title and the purchaser may not rescind this Contract or make any requisition enquiry or claim any compensation from the vendor for any such failure.

☒ **Special condition 9 – Breach**

9. General Condition 32 is amended to include a new sub-paragraph (c) as follows:

- "(c) The following losses and expenses are agreed to be reasonably foreseeable where applicable, and shall be deemed to be "reasonable expenses" all reasonably foreseeable losses for the purposes of general condition 32(a) and 34.2(b)(ii) of this Contract:
- (i) interest charges and other expenses payable by the vendor as mortgage or under any existing mortgage, charge or any other like encumbrance over the property calculated from the due date for settlement;
  - (ii) legal costs and expenses as between solicitor and client;
  - (iii) loss of rent the vendor may sustain as a result of the delayed settlement, from the Contract settlement date to the actual settlement date caused by the vendor having given the tenant's notice to vacate the property in anticipation of settlement occurring on the Contract settlement date;
  - (iv) fees paid for Removalist expenses as a result of delayed settlement;



- (v) penalty interest incurred by the vendor as a result of the vendors delayed settlement of a property that the vendor has purchased that was:
- (aa) due to have settlement on the same date as the vendors sale property; and/or
- (bb) was to have utilised the proceeds of the sale property".

☒ **Special condition 10 – Cheques**

10. General Condition 17.4 is added:

17.4 the purchaser must pay the bank fees on up to ten (10) bank cheques at settlement.

☒ **Special condition 11 – Loss or damage before settlement**

11. General Conditions 31.4 to 31.5 and 31.6 inclusive are hereby deleted.

☒ **Special condition 12 – Entire Agreement**

12. This Contract and the terms and conditions set out herein constitute the whole and entire agreement between the vendor and the purchaser.

☒ **Special condition 13 – Foreign Acquisitions and Takeovers Act 1975**

The purchaser and nominee (if a nominee is nominated):

- 13.1 warrants that it is not prohibited by the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*, the *Foreign Acquisitions and Takeovers (Notices) Regulations 1975 (Cth)* and or any other legislation (collectively known as '**the Foreign Investments Legislation**') or the Foreign Investments Review Board ('**FIRB**') from purchasing the land the subject of this contract;
- 13.2 warrants that it has obtained all necessary consents and authorisations required by the Foreign Investments Legislation and the FIRB to enter into this contract (if applicable);
- 13.3 agrees to pay and be responsible for any fees, costs, payments, penalties or other expenses payable in accordance with the requirements of the Foreign Investments Legislation and the FIRB;
- 13.4 indemnifies and releases the vendor and agrees to keep the vendor indemnified and held harmless with respect to any breach of Special Conditions 13.1 – 13.2 herein;
- 13.5 will within 7 days of the settlement date, provide to the vendor's legal practitioner or conveyancer a copy of the FIRB approval obtained for the purchase of the land the subject of this contract, to satisfy the vendor that the purchaser has complied with this Special Condition 13; and
- 13.6 will within 7 days of the nomination, provide to the vendor's legal practitioner a copy of the FIRB approval obtained for the purchase of the land the subject of this contract, to satisfy the vendor that the purchaser has complied with this Special Condition 13.
- 13.7 This Special Condition shall not merge upon completion.

☒ **Special condition 14 – Stamp Duty**

- 14.1 The purchaser acknowledges that the purchaser shall be liable for any and all duty assessed in relation to the sale and transfer of the Property pursuant to the *Duties Act 2000 (Vic)* ("duty") and such further supplemental or additional duties as may be required, demanded or assessed by the State Revenue Office.
- 14.2 The purchaser acknowledges and agrees that neither the vendor nor anyone on its behalf has made any warranty or representation to the purchaser as to the duty payable by the purchaser in connection with the sale and transfer of the Property and that the purchaser has made its own enquiries investigations and relied on its own judgement and independent advice with respect to such matters.
- 14.3 The purchaser agrees the purchaser shall make no claim against the vendor with respect to the assessment or payment of stamp duty and without any way limiting the generality of the foregoing purchaser shall not make any requisition or objection or claim any compensation against the vendor in relation to the amount of duty assessed or payable in respect of the sale and transfer of the Property.
- 14.4 The purchaser indemnifies and shall keep indemnified the vendor, the vendor's agent and the vendor's legal practitioner from any claim, cost, demand, penalty, liability or expense incurred by the vendor in relation to any duty assessed in respect of the sale and transfer of the Property.
- 14.5 This Special Condition will not merge upon completion.



**☒ Special condition 15 – GST Withholding**

- 15.1 In this Special Condition, section references are to Schedule one of the *Taxation Administration Act 1953* (Cth) as amended by the *Treasury Laws Amendment (2018 Measures No. 1) Act* (Cth).
- 15.2 If Section 14-255(1) applies to the supply of the Property, the vendor must give the purchase of the written notice required by that section at least seven days before settlement.
- 15.3 If Section 14-250 requires the recipients of supply to withhold an amount ("withholding sum") from the consideration payable to the vendor and paid to the Commissioner, the purchaser must:
- (a) complete and lodge such returns as the Commissioner may require to enable payment of the withholding sum;
  - (b) at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum; or
  - (c) on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner.
- Except where the purchaser has complied with sub-paragraph (b) or settlement has occurred using the PEXA platform, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.
- 15.4 If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, deposit the bank cheque to the credit of the Commissioner.
- 15.5 An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- 15.6 Except as expressly set out in this Special Condition, the rights and obligations of the parties under this Contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.

**☒ Special condition 16 – Purchasers buying in unequal interests**

- 16.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this Contract correctly records the proportions in which they are buying the Property ("the proportions").
- 16.2 The purchaser shall be liable for any additional duty which may be assessed if the proportions recorded in the Transfer of Land vary from the proportions recorded in this Contract.
- 16.3 The purchaser indemnifies the vendor, the vendor's agent and the vendor's legal practitioner fully against any and all claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of any variation in the proportions in the Transfer of Land from the proportions recorded in this Contract.
- 16.4 This Special Condition shall not merge on completion.

**☒ Special condition 17 – Nomination**

- 17.1 General Condition 4 shall not apply to this Contract.
- 17.2 The purchaser may, at least 14 days before the due date for settlement, nominate a substitute or additional purchaser(s) in writing provided that:
- (a) the purchaser is not in default of this Contract; and
  - (b) the purchaser and the Nominee(s) strictly comply with the *Duties Act 2000* (Vic) and all requirements of the State Revenue Office of Victoria in relation to such nomination.
- 17.3 If the purchaser nominates a substitute or additional purchaser(s), the purchaser shall remain personally liable for the due performance of the Contract by the Nominee(s) until settlement occurs.
- 17.4 The purchaser and the Nominee(s) shall indemnify and keep indemnified the vendor from and against any claims, costs, damages or expenses made against or incurred by the vendor due to or in connection with the nomination report.

**☒ Special condition 18 – Deposit Monies**

- 18.1 All of the deposit monies paid hereunder shall be held and applied in accordance with the provisions of the *Sale of Land (Deposits) Act 1980*.
- 18.2 The Purchaser acknowledges and agrees that the deposit monies paid pursuant to this Contract are non-refundable.



- 18.3 The Purchaser shall forthwith upon execution of this Contract authorise the release to the Vendor of the Deposit paid and shall do all things necessary, including but not limited to the execution of a section 27 statement and any other relevant documents, to give effect to its obligations under this Special Condition.

☒ **Special condition 19 – Default interest**

19. General condition 33 is replaced with the following:

**33. INTEREST**

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.

☒ **Special condition 20 – Connection of Services**

20. The total cost of connection of any service is the responsibility of the purchaser. The vendor makes no representation as to the cost of connection, the fitness or purpose of any services connected or in relation to the cost of any possible upgrading or other requirements of any relevant authority. The purchaser should make enquires of all relevant authorities in relation to services connected or to be connected

☒ **Special condition 21 – Entire Agreement**

21. This Contract of sale sets out all the terms and conditions of this sale and any promise condition representation or warranty relating to or leading up to this transaction which is not set out or expressly referred to herein and which may have been made by the vendor or by any person on behalf of the vendor is expressly negated and withdrawn. The purchaser acknowledges that there is no other contract, agreement or collateral warranty subsisting at the time of signing this Contract which relates to the Property hereby sold. This condition shall ensure for the benefit of the vendor, the vendor's licensed estate agent and their respective servants agents and employees.

☒ **Special condition 22 – Waiver**

- 22.1 The purchaser's obligation to:

- (a) pay the price, interest and other money payable under this Contract; and
- (b) to perform and observe the terms and conditions of this Contract and the rights of the vendor to him force each and every obligation,

are not waived deemed to be waived, diminished, varied, prejudiced or otherwise affected by:

- (i) any time, indulgence or forbearance allowed or granted or extended by the vendor to the purchaser; or
- (ii) by any acceptance by the vendor of payments tendered by the purchaser otherwise than in accordance with this Contract.

- 22.2 Time is and shall remain of the essence of this Contract notwithstanding any act or omission on the part of the vendor, the vendor's agent or the vendor's legal practitioner.

☒ **Special condition 23 – Non Merger**

23. The provisions of this Contract do not merge in the instrument of transfer or on completion and continue to bind the parties to the extent that any of them are capable of being complied with after settlement.

☒ **Special condition 24 – Transfer of Land**

- 24.1 In General Condition 10, the reference to "Business Days" shall be substituted for "days".

- 24.2 If the purchaser does not deliver the transfer of land document to the vendor in accordance with General Condition 10, the vendor may delay settlement until ten (10) business days after the vendor receives the transfer of land document.

- 24.3 If settlement is delayed in accordance with Special Condition 24.2, the purchaser must pay to the vendor:

- (a) interest from the due date for settlement until the date on which settlement occurs or ten (10) business days after the vendor receives the transfer of land document, 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.

☒ **Special condition 25 – Compliance with Notices**

- 25.1 The purchaser shall be liable for compliance with all notices or orders relating to the Property made or issued after the day of sale, other than where such notice or order is the responsibility of any tenant of the Property.



25.2 The purchaser shall keep the vendor indemnified in respect of any breach of this Special Condition.

☒ **Special condition 26 – Settlement**

26.1 Settlement shall take place at such location as the vendor directs.

26.2 If settlement of this Contract takes place after the latest time allowed in General Condition 17.2, settlement will be deemed to have occurred on the next Business Day and the purchaser shall be liable to pay interest to the vendor in accordance with General Condition 33.

26.3 If settlement is required to be rescheduled on the due date for settlement as a result of any action or omission on the part of the purchaser, the purchaser shall pay to the vendor any fees charges or expenses incurred by the vendor as a result of the rescheduling of settlement, even if the rescheduled settlement takes place in accordance with General Condition 17.2.

☒ **Special condition 27 – Jurisdiction**

27.1 This Contract shall be governed by and construed in accordance with the laws of the State of Victoria.

27.2 The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Victoria and any courts which have jurisdiction to hear appeals from such courts.

27.3 The parties waive any right to object to any proceedings being brought in the courts of the State of Victoria because the venue is inconvenient, the court/jurisdiction or for any other reason whatsoever.

☒ **Special condition 28 – Guarantee and Indemnity**

28. If the purchaser is or includes a corporation, or if the purchaser shall nominate a corporation as a substitute or additional purchaser in accordance with Special Condition 17 (other than a corporation listed on an Australian Stock Exchange), the purchaser must provide to the vendor or to the vendor's legal representative or conveyancer within five (5) days of the day of sale or the date of nomination a Guarantee in the form contained in Annexure A executed by each of the directors of that corporation.

☒ **Special condition 29 – Damage to Property prior to settlement**

29. If the Property sustains damage after the day of sale but prior to settlement:

- (a) as a result of flooding or ingress of rainwater or storm damage;
- (b) as a consequence of cracking caused by land movement; or
- (c) other such events or causes that are out of the control of the vendor,

the purchaser acknowledges and accepts that the vendor:

- (d) may put in a claim under the vendor's insurance (where applicable) and the vendor shall meet the costs of the excess;
- (e) shall not otherwise be responsible or liable to pay compensation to the purchaser for any such damage howsoever caused between the time that this Contract of Sale is executed and the settlement date.

☒ **Special condition 30 – Purchaser's Warranties**

30.1 The purchaser warrants to the vendor that it is empowered to enter this Contract and can do so without consent from any other person or has already obtained that consent.

30.2 The purchaser warrants to the vendor that it is not prohibited by or under any law including without limitation the *Foreign Acquisitions and Takeovers Act 1975* from entering into or completing this Contract.

30.3 The purchaser warrants to the vendor that it enters into this Contract in reliance on its own inspection of and enquiries relating to the Property and does not enter into this Contract on the basis of the information in the Vendors Statement.

☐ **Special condition 31 – Tenancies**

**This Special Condition applies if the Property is subject to a lease.**

31.1 In this Contract and unless the context otherwise requires:

**"Bonds"** means all money paid to the vendor by the Tenants and all bank guarantees or bankers undertakings Tenants may have caused to be given to the vendor as security for the performance of their obligations under this Tenancy Agreement.

**"Estimated Payment"** means an amount paid by the Tenant under a Tenancy on account of an amount that will be determined at a later date as the amount actually payable by the Tenant on the relevant account.



**"Non-recoverables"** means outgoings which are not recoverable.

**"Outgoings"** means all outgoings in relation to the Property whether recoverable from the Tenants or not and including without limitation:

- (a) all rates and land taxes;
- (b) all variable outgoings, apportionable outgoings or statutory outgoings; and
- (c) insurance premiums.

**"Recoverables"** means outgoings recoverable from the Tenants under the terms of the tenancy agreement.

**"Tenancies"** means the leases, tenancies, licenses and other rights to occupy the premises including those identified as Encumbrances against the Property in the Contract of Sale.

**"Tenancy Arrears"** means money owed by the Tenants to the vendor in relation to Tenancies unpaid on the settlement date.

**"Tenancy Documents"** means documents held by the vendor recording the Tenancies.

**"Tenants"** means tenants or occupiers of the Property identified as Encumbrances and any other person granted Tenancy after the day of sale.

31.2 The purchaser acknowledges:

- (a) that the Property is sold subject to the Tenancies and that it has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either that the Tenancies comply with all that the vendor in respect of the Tenancies has complied with any law, including without limitation, any laws regarding residential or retail tenancies.
- (b) that even though this Property sold subject to a Lease as at the date of sale the purchaser acknowledges that the Tenant may give the vendor the required notice to vacate the Property following the day of sale. The purchaser will not object, rescind this Contract will claim compensation if the Tenancy Agreement is terminated prior to settlement.

31.3 The purchaser acknowledges that the Property is sold subject to the Tenancies and that it has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either whether the Tenancies comply with or that the vendor in respect of the Tenancies has complied with any law, including without limitation, any laws regarding residential or retail tenancies.

31.4 The purchaser acknowledges that the Tenant may have installed their own property in the Property and may be entitled under the terms of the Tenancy to remove that property. The purchaser must not make any requisition, objection or claim in relation to the identification of any property which the Tenants are entitled to remove from the Property or in relation to the removal of any of the property.

31.5 The purchaser must after the settlement date comply with all the vendor's obligations in relation to the Tenancy. At the vendor's request the purchaser must enter into a deed with the Tenants under which the Purchaser for itself and its successors in title confirms and agrees to comply with the Tenancies.

31.6 On or before the settlement date the vendor will deliver to the purchaser:

- (a) the Tenancy Documents (which may either be originals or copies);
- (b) notice to the Tenants or Managing Agent advising of the change of ownership of the Property and directing the Tenants to pay future rental as directed by the purchaser or its solicitor.

31.7 Before the settlement date:

- (a) the vendor may do anything as it sees fit (including without limitation but, subject to the purchaser's consent, which must not be unreasonably withheld or delayed) terminate Tenancies in order to recover monies, including but not limited to estimated payments, rental, outgoings and GST owed by the Tenant(s);
- (b) the vendor may do all things reasonably required for the property management of the Property (including without limitation but subject to the purchaser's consent which must not be unreasonably withheld or delayed) grants new Tenancies on the best terms that may be reasonably obtained for those parts of the Property that are now or which may become vacant.

31.8 On the settlement date:

- (a) An adjustment must be made in relation to all Non-recoverables. The vendor is responsible for Non-recoverables apportionable to the period prior to and on the settlement date and the purchaser is responsible for the relevant Non-recoverables apportionable to the period after the settlement date.



- (b) Recoverables are to be dealt with as follows:
- (i) on the settlement date the vendor must allow in the purchaser's favour an amount equal to any contributions received by the vendor from the Tenants which are contributions on account of Recoverable is paid in advance (but not yet applied by the vendor to payment of the relevant Outgoings);
  - (ii) on the settlement date the purchaser must allow in the vendor's favour an amount for Recoverable is paid by the vendor which have not been recovered from the Tenants.
- (c) Outgoings which are payable by the Tenant direct to 3<sup>rd</sup> parties are not to be adjusted and the vendor is not required to pay any of those Outgoings that may be unpaid at the settlement date.
- (d) The vendor must allow adjust in the purchaser's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period after the settlement date.
- (e) The purchaser must allow adjust in the vendor's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period up to and including the settlement date.

31.9 Notwithstanding Special Condition 31.9(e), the purchaser (if requested by the vendor):

- (a) irrevocably appoints the vendor or its attorney to commence and continue legal proceedings after the settlement date in the purchaser's name against the Tenants for recovery of Tenancy Arrears. If the vendor commences those proceedings it must do so at its sole cost and indemnifies the purchaser against all costs the purchaser may incur in relation to those proceedings;
- (b) when requested by the vendor the purchaser must sign all documents and do all things necessary to transfer to the vendor and purchaser's rights to the Tenancy Arrears; and
- (c) must take the action the vendor reasonably requires in connection with recovery of the Tenancy Arrears.

☒ **Special condition 32– Cancellation or delay of settlement**

The purchaser will be liable for payment of the Vendors cost association with each cancellation and re-scheduling of settlement day or any changes to settlement date. The Purchaser will be liable for \$275.00 inclusive of GST per cancellation and/or rescheduling and/or amendment of settlement date as required and requested by the Purchasers representative. This cost shall be payable even though the purchaser shall not be deemed to be in default under the Contract of Sale.

☒ **Special condition 33– Extension Requests**

Should the Purchaser request an extension to any date for any condition that is enuring for the Purchaser's benefit, then the Purchaser must pay the Vendor's Legal Representative a fee of \$275.00 (inclusive of GST) ("Extension Request Fee") for each and every time an extension is requested. This Extension Request Fee must be allowed by the Purchaser to the Vendor in the Statement of Adjustments. The Purchaser acknowledges that the Extension Request Fee is a reasonable pre-estimate of additional legal costs incurred by the Vendor as a result of the Vendor's Legal Representative having to facilitate the extension request.

☒ **Special Condition 34- Licence Agreement**

In the event that the Purchaser requests to enter into a Licence Agreement, the Purchaser acknowledges that the Purchaser will be responsible for the legal costs for the preparation for such Licence Agreement in the sum of \$550.00 inclusive of GST.

**END OF SPECIAL CONDITIONS**



## GUARANTEE

We \_\_\_\_\_

of \_\_\_\_\_

In this state of Victoria (hereinafter called "**The Guarantors**") in consideration of  
(hereinafter called "**The Vendors**") having agreed at the request of the Guarantors to sell  
the land fully described in the annexed Contract of Sale to \_\_\_\_\_  
\_\_\_\_\_

(hereinafter called "**the Purchaser**") **DO HEREBY JOINTLY AND SEVERALLY**

**INDEMNIFY AND GUARANTEE** the due and punctual payment by the Purchaser to the  
Vendor of the moneys payable by the Purchaser on any default, repudiation or otherwise and

**IT IS HEREBY DECLARED THAT: -**

1. **THE** liability of the Guarantors shall not be abrogated prejudice or affected by -
  - (a) Vendor obtaining a judgment against the Purchaser in any court of competent jurisdiction for payment of the whole or any part of the amount or amounts from time to time owing by the Purchaser;
  - (b) The liability of the purchaser ceasing for any cause;
  - (c) Reason of any security held or taken by the Vendor to secure the purchaser's or the Guarantor's obligations being void defective or informal;
  - (d) The Vendor accepting a repudiation of the Contract by the Purchaser and shall extend to any amounts payable by the Purchaser by the way of damages or otherwise and whether payable under this Contract or by any action taken by the Vendor.
2. **THIS** Indemnity and Guarantee is to be a continuing Indemnity and Guarantee and shall remain in full force until the full amount for which the guarantors are liable hereunder has been paid to the Vendor.



3. **IN** the event of the liquidation of the Purchaser the Guarantors shall not be entitled to prove in such liquidation in competition with the Vendor and Guarantors hereby authorise the Vendor to prove for all monies owing to him by the Purchaser and not paid and to retain and carry to a suspense account and at the discretion of the Vendor to appropriate amounts received in respect thereof until the Vendors shall have received one hundred cents in the dollar respect of such monies owing to him by the purchaser. The Guarantors waive in favour of the Vendor all rights whatsoever against the Vendor and the Purchaser and any other person estate and other person's estate and other assets so far as necessary to give effect to anything in the Indemnity and Guarantee contained.
4. **THE** provisions of any act regulation or proclaim now or hereafter to be in force providing for the postponement of payment of debts after or affecting the exercise of the rights of creditors are hereby expressly excluded from and shall not apply to this Indemnity and Guarantee.

DATED the \_\_\_\_\_ day of \_\_\_\_\_

**SIGNED SEALED AND DELIVERED** by the said \_\_\_\_\_ )

)

in the presence of: \_\_\_\_\_ )

Witness \_\_\_\_\_

**SIGNED SEALED AND DELIVERED** by the said \_\_\_\_\_ )

)

in the presence of: \_\_\_\_\_ )

Witness \_\_\_\_\_



# 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.

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria 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*.

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or



- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land 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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. 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 lodgment 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 lodgment 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 lodgment 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 lodgment 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.



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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner 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.

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# 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**

169 CHEDDAR ROAD, RESERVOIR VIC 3073

**Vendor's name**

KYLIE MICHELLE SAUNDERS (as Executor of Gwenda Helen White deceased)

**Date**

/ /  
26/09/2024

**Vendor's  
signature**

*Kylie Saunders*

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

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

	To	
Other particulars (including dates and times of payments):		

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2 INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3 LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's 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 <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

## 9 TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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



Not Applicable.

#### 10.2. Staged Subdivision

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

Not Applicable.

#### 10.3. Further Plan of Subdivision

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

Not Applicable.

### 11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

### 12 DUE DILIGENCE CHECKLIST

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

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

### 13 ATTACHMENTS

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

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

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

1. Certificate of Title Volume 06939 Folio 727
2. Registered Plan of Subdivision No 013421
3. Planning Property Report
4. Property Report
5. Darebin City Council – Land Information Certificate
6. Darebin City Council - Building Information Certificate
7. Vic Roads Property Certificate
8. Yarra Valley Water : Water: Water Information Certificate
9. State Revenue Office- Land Tax Property Clearance Certificate



# Due diligence checklist

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

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

### Urban living

#### Moving to the inner city?

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

#### Has previous land use affected the soil or groundwater?

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



## **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.





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

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

Page 1 of 1

VOLUME 06939 FOLIO 727

Security no : 124117984746P  
Produced 04/09/2024 02:24 PM

### LAND DESCRIPTION

Lot 205 on Plan of Subdivision 013421.  
PARENT TITLE Volume 06872 Folio 311  
Created by instrument 2017882 23/07/1946

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

KYLIE MICHELLE SAUNDERS of 23 PILOT COURT MERMAID WATERS QLD 4218  
Executor(s) of GWENDA HELEN WHITE deceased  
AY356493F 30/08/2024

### 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 LP013421 FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY356485E (E)	CONV PCT & NOM ECT TO LC	Completed	30/08/2024
AY356493F (E)	TRANSMISSION APPLICATION	Registered	30/08/2024

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

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

Street Address: 169 CHEDDAR ROAD RESERVOIR VIC 3073

### ADMINISTRATIVE NOTICES

NIL

eCT Control 20104X MELBOURNE LEGAL CHAMBERS PTY. LTD.  
Effective from 30/08/2024

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	<b>Plan</b>
Document Identification	<b>LP013421</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>04/09/2024 14:24</b>

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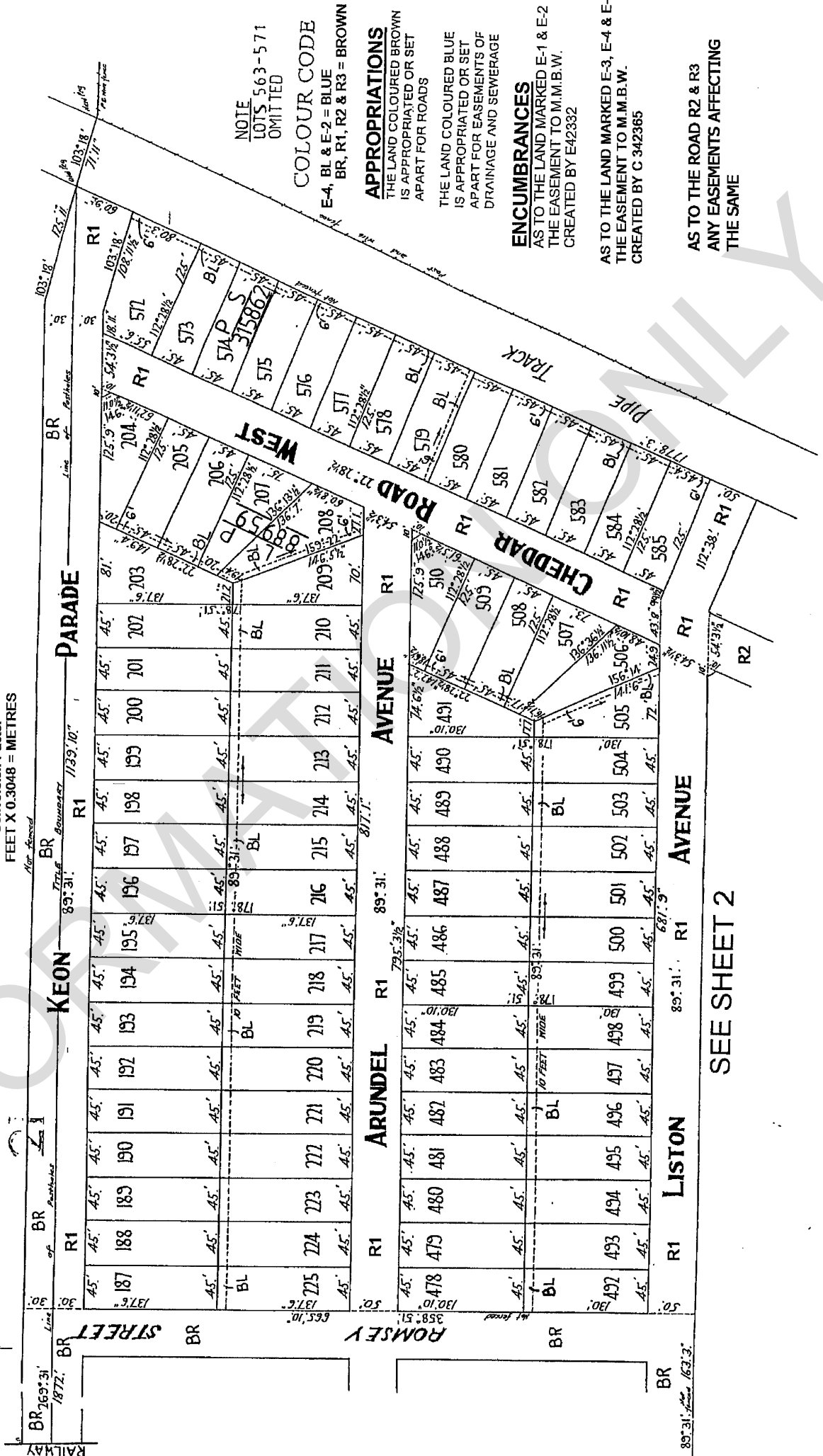
WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

LP 13421  
EDITION 4  
PLAN MAY BE LODGED 13 -11-1930  
2 SHEETS  
SHEET 1  
VOL 5704 FOL 743

PLAN OF SUBDIVISION OF  
PART OF CROWN PORTION 14  
PARISH OF KEELBUNDORA  
COUNTY OF BOURKE

STREET NAME AMENDED  
FROM RANLEIGH STREET  
TO ROMSEY STREET  
VIDE CORR. 1951/14504.

Measurements are in Feet & Inches  
Conversion Factor  
FEET X 0.3048 = METRES



NOTE  
LOTS 563-571  
OMITTED

COLOUR CODE  
E-4, BL & E-2 = BLUE  
BR, R1, R2 & R3 = BROWN

APPROPRIATIONS  
THE LAND COLOURED BROWN  
IS APPROPRIATED OR SET  
APART FOR ROADS

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

ENCUMBRANCES  
AS TO THE LAND MARKED E-1 & E-2  
THE EASEMENT TO M.M.B.W.  
CREATED BY E42332

AS TO THE LAND MARKED E-3, E-4 & E-5  
THE EASEMENT TO M.M.B.W.  
CREATED BY C 342365

AS TO THE ROAD R2 & R3  
ANY EASEMENTS AFFECTING  
THE SAME

SEE SHEET 2







## MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

# PLAN NUMBER

**LP 13421**

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
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[illegible]



# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 26 September 2024 09:47 AM

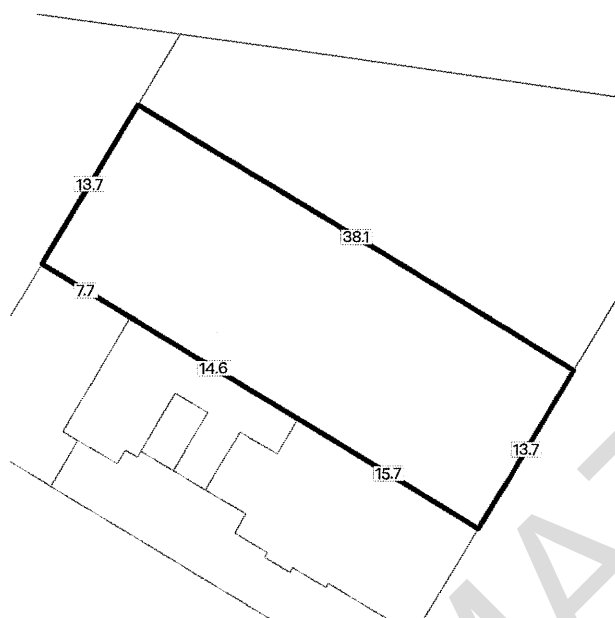
## PROPERTY DETAILS

Address: **169 CHEDDAR ROAD RESERVOIR 3073**  
Lot and Plan Number: **Lot 205 LP13421**  
Standard Parcel Identifier (SPI): **205\LP13421**  
Local Government Area (Council): **DAREBIN**  
Council Property Number: **175263**  
Directory Reference: **Melway 9 A12**

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

## SITE DIMENSIONS

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



Area: 522 sq. m

Perimeter: 104 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: **NORTHERN METROPOLITAN**  
Legislative Assembly: **PRESTON**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

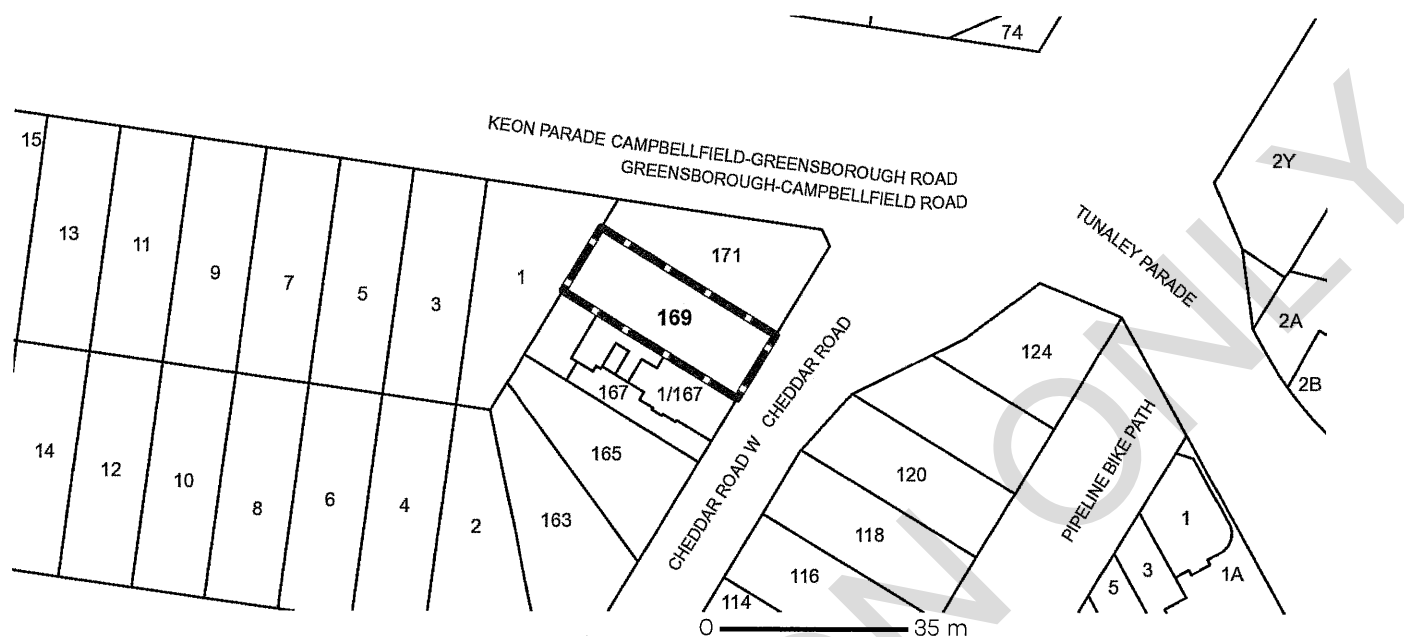


# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



 Selected Property

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PROPERTY REPORT: 169 CHEDDAR ROAD RESERVOIR 3073



# PLANNING PROPERTY REPORT



State  
Government

Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 26 September 2024 09:46 AM

## PROPERTY DETAILS

Address: **169 CHEDDAR ROAD RESERVOIR 3073**  
Lot and Plan Number: **Lot 205 LP13421**  
Standard Parcel Identifier (SPI): **205\LP13421**  
Local Government Area (Council): **DAREBIN**  
Council Property Number: **175263**  
Planning Scheme: **Darebin**  
Directory Reference: **Melway 9 A12**

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

[Planning Scheme - Darebin](#)

## 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: **NORTHERN METROPOLITAN**  
Legislative Assembly: **PRESTON**

## OTHER

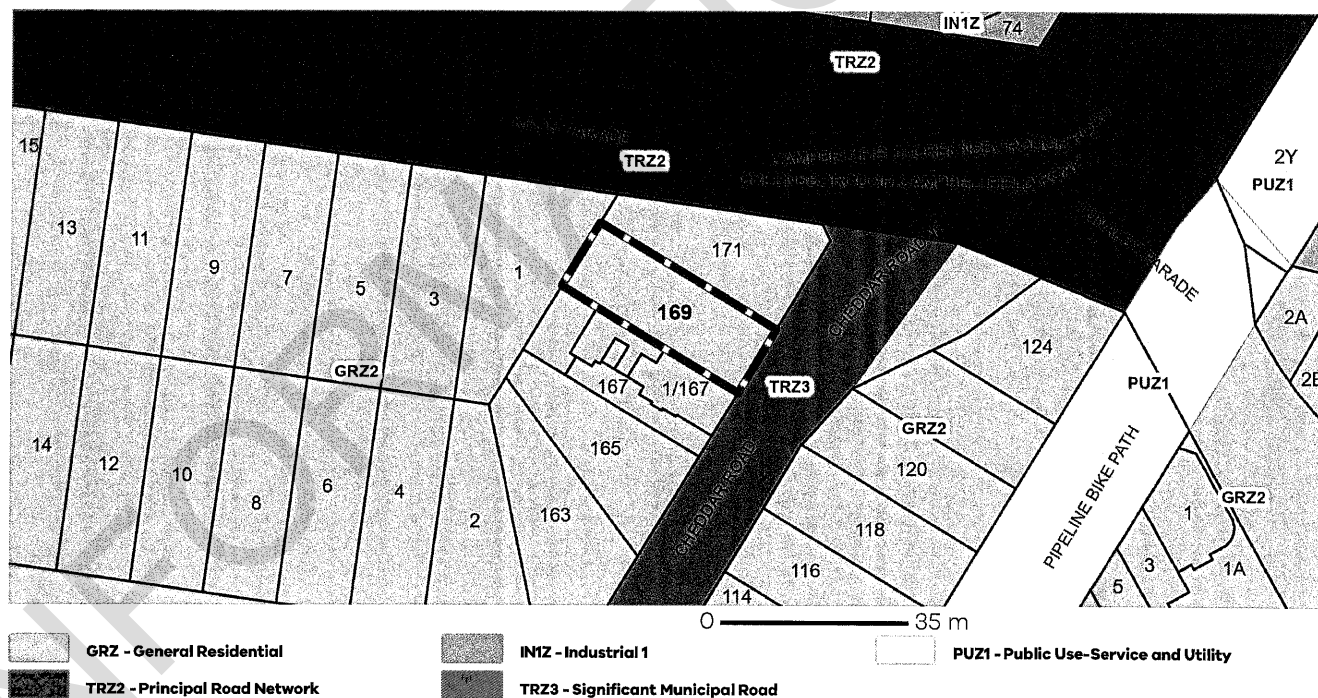
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ) (DAREBIN)

GENERAL RESIDENTIAL ZONE - SCHEDULE 2 (GRZ2) (DAREBIN)



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

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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

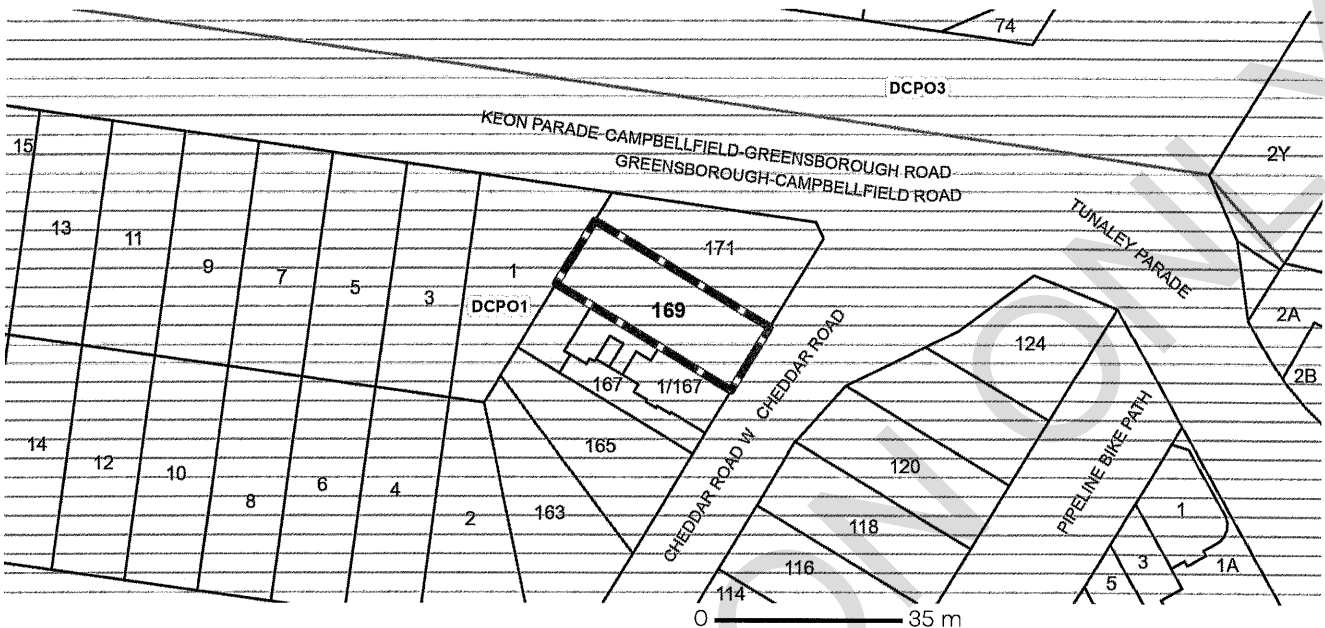


Environment,  
Land, Water  
and Planning

## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO) (DAREBIN)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1) (DAREBIN)



DCPO - Development Contributions Plan

Overlay

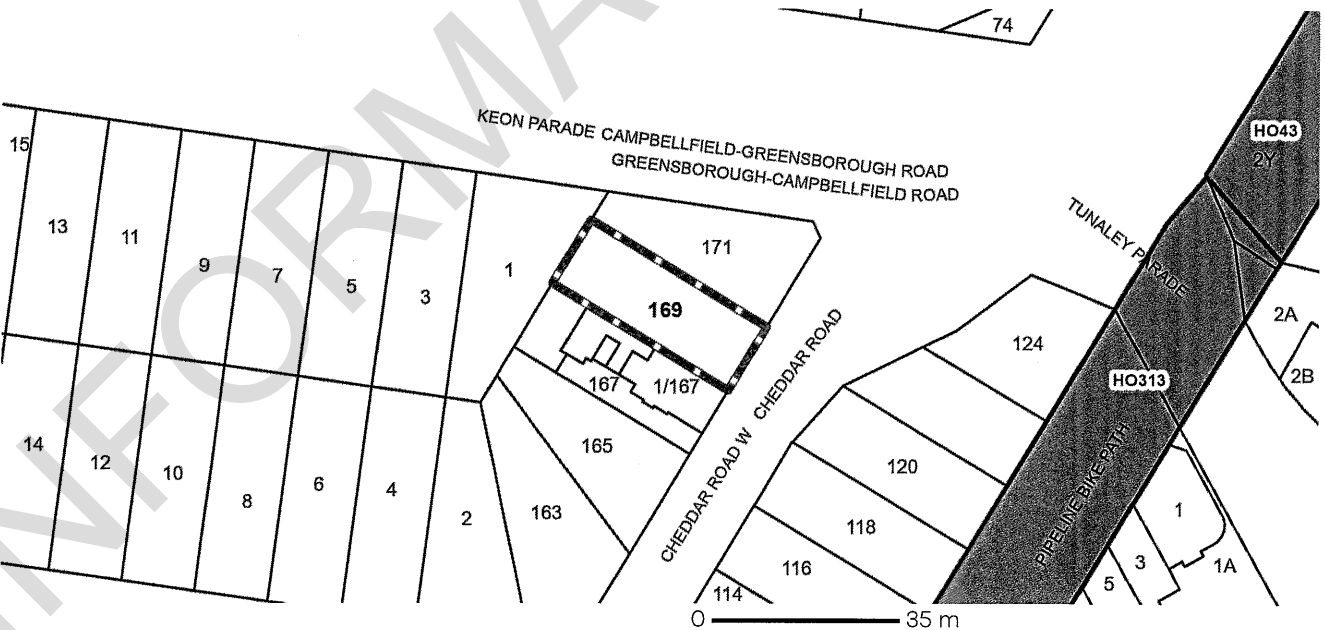
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO) (DAREBIN)

HERITAGE OVERLAY (HO) (WHITTLESEA)



HO - Heritage Overlay

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

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## Further Planning Information

Planning scheme data last updated on 19 September 2024.

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

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

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

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

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



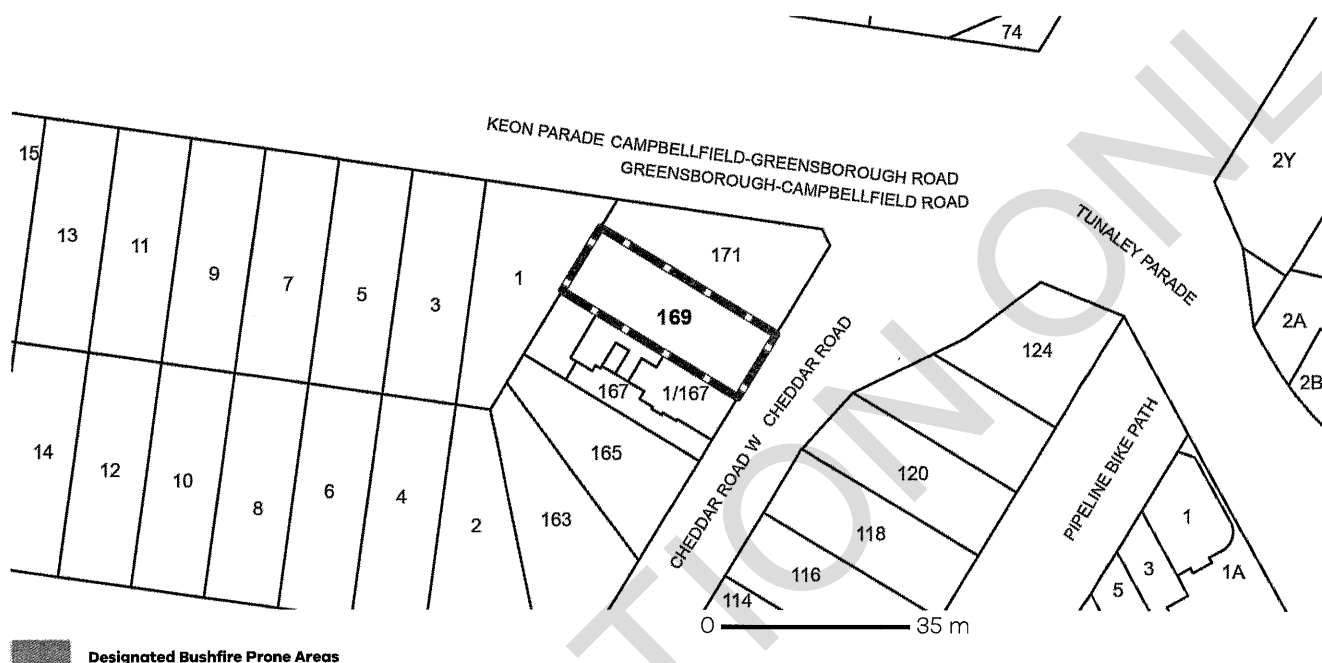
## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

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

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

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



Revenue Services  
274 Gower Street, Preston Victoria 3072  
Postal Address:  
PO Box 91, Preston Victoria 3072



**Certificate Number: 1552/2024**  
**Darebin Reference Number: 10736.7**

Landata Counter Services  
GPO BOX 527  
MELBOURNE VIC 3001

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

<b>Date of Issue</b>	04-Sep-2024
<b>Assessment Number</b>	<b>10736.7</b>
<b>Applicant Reference</b>	74119067-013-9:106761
<b>Certificate Number</b>	1552/2024
<b>Property Location</b>	169 Cheddar Road RESERVOIR VIC 3073
<b>Property Description</b>	CT-6939/727 Lot 205 LP 13421 AVPCC 110.3 - Detached Dwelling

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

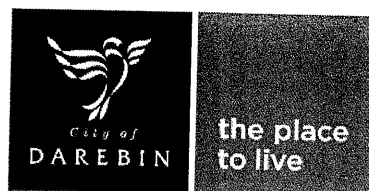
This Certificate is not required to include information regarding planning, building, health, land fill, landslips, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

**The level of value date is 1-Jan-2024 and the date of operation of the valuation for this property is 01-July-2024.**

Site Value	\$595,000
<b>Capital Improved Value</b>	<b>\$670,000</b>
Net Annual Value	\$33,500



Revenue Services  
274 Gower Street, Preston Victoria 3072  
Postal Address:  
PO Box 91, Preston Victoria 3072



**Certificate Number: 1552/2024**  
**Darebin Reference Number: 10736.7**

**Rates and charges levied for the period 01/07/2024 - 30/06/2025**

*Council uses Capital Improved Value for rating purposes at the following rate in the \$:*

Residential	<b>0.00174674</b>	Residential Vacant Land	<b>0.00524022</b>
Business	<b>0.00305680</b>	Business Vacant Land	<b>0.00698696</b>
Vacant Retail Land	<b>0.00698696</b>	Mixed Use Land	<b>0.00244544</b>

<b>Arrears to 30-Jun-2024</b>	\$293.00
<b>Arrears of Legal Fees</b>	\$0.00
<b>General Rates</b>	\$1,170.30
<b>Fire Service Property Levy</b>	\$190.30
<b>Environmental Charge</b>	\$345.15
<b>Interest on Current Rates to Date</b>	\$0.00
<b>Interest on Arrears to Date</b>	\$0.00
<b>Legal Costs</b>	\$0.00
<b>Lees State Government Pension Rebate</b>	\$0.00
<b>Less Council Concession</b>	\$0.00
<b>Less FSPL Rebate</b>	\$0.00
<b>Less Payments</b>	-\$293.00
<b>Rates and Charges due:</b>	\$1,705.75
<b>Special Rates and Charges due:</b>	\$0.00
<b>Total due for property:</b> <b>169 Cheddar Road RESERVOIR VIC 3073</b>	<b>\$1,705.75</b>

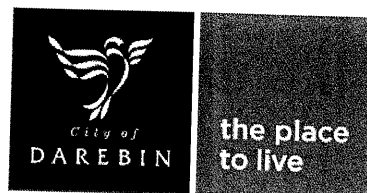
**Pay settlements by:**

- BPAY quoting Biller Code: **7831** and reference number **0107367**  
**To pay \$1,705.75**
- Council's website by Visa or MasterCard visiting [darebin.vic.gov.au](http://darebin.vic.gov.au)  
**Reference number 107367 to pay \$1,705.75**

**To obtain a Land Information Certificate update please telephone 03 8470 8880 or email [revenue@darebin.vic.gov.au](mailto:revenue@darebin.vic.gov.au) with your certificate number and the property address.**



Revenue Services  
274 Gower Street, Preston Victoria 3072  
Postal Address:  
PO Box 91, Preston Victoria 3072



**Certificate Number: 1552/2024**  
**Darebin Reference Number: 10736.7**

### **General Information**

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to [revenue@darebin.vic.gov.au](mailto:revenue@darebin.vic.gov.au)

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit [www.darebin.vic.gov.au](http://www.darebin.vic.gov.au) to view a copy of Council's Policy.

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

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

**Vendor Conveyancer note:** If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.



Revenue Services  
274 Gower Street, Preston Victoria 3072  
Postal Address:  
PO Box 91, Preston Victoria 3072



**Certificate Number: 1552/2024**  
**Darebin Reference Number: 10736.7**

**IMPORTANT INFORMATION RELATING TO THIS PROPERTY**

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$29.70 being the fee for this certificate.

A handwritten signature in black ink, appearing to read "Yvonne Condello".

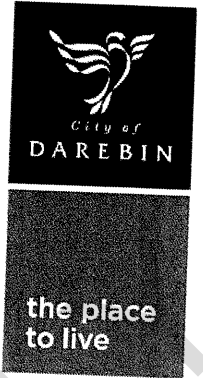
Yvonne Condello  
**REVENUE SERVICES COORDINATOR**



Reference No.: 74119067-014-6:106760  
Landata.online@victorianlrs.com.au

10 September 2024

Landata Counter Services  
GPO BOX 527  
MELBOURNE VIC 3001



Dear Sir/ Madam,

**RE: 169 CHEDDAR ROAD RESERVOIR VIC 3073**

I write in reply to your recent application requesting Building related information pursuant to Regulation 51(1). I wish to advise that a search of Council's Building Records reveals the following information:-

- **Building Permits issued in the past 10 years**  
No building approvals have been issued during the past 10 years. Council records show that there are no current Building Notices &/OR Orders on this property.
- Council Records indicate that there are no current determination made under regulation 64(1) and no exemption granted under regulation 231(2).
- Further property information can be provided and obtained pursuant to a Land Information Certificates issued by Council's Revenue Department.

**Important information** for the attention of vendors and purchasers. As some Council records are incomplete, applicants should undertake their own enquiries. Should applicants become aware of any discrepancies please contact Council's Building Services Department on 8470 8899.

Darebin City Council has a Development Contributions Plan Overlay (DCP) which requires a levy on new development. You may be liable to pay a development contribution to Council to help fund important local community infrastructure **if you construct additional dwellings on the land and/or additional floor area as part of a non-residential development.**

Further information can be found at:

<https://yoursay.darebin.vic.gov.au/darebindcp>

**\* Note:** Town Planning Approvals.

Separate advice should be sought from Council's Statutory Planning Department regarding planning approvals issued for the land (8470 8850).

Yours faithfully,

Leo Parente

**Municipal Building Surveyor**

Ph: 8470 8899

email: [building@darebin.vic.gov.au](mailto:building@darebin.vic.gov.au)

Ref. No: 74119067-014-6:106760

Darebin City Council  
ABN 75 815 980 522

Postal Address  
PO Box 91

Preston VIC 3072  
T 03 8470 8888  
[darebin.vic.gov.au](http://darebin.vic.gov.au)

**National Relay Service**

TTY dial 133 677  
or Speak & Listen  
1300 555 727 or  
[iprelay.com.au](http://iprelay.com.au)  
then enter  
03 8470 8888

**Speak your language**

T 03 8470 8470

العربية

繁體中文

Ελληνικά

हिंदी

Italiano

Македонски

Soomalii

Tiếng Việt



**PLEASE NOTE:** The above details are current as of the date of application for property information. This response is provided based on the information and address details provided in your application. Council is not responsible if particulars provided on application are incorrect. It is the responsibility of the applicant to confirm property address status. Addresses may change as a result land/property subdivision or developments status (ie. Units). You can contact Council's Revenue Department (8470 8880) regarding any address detail concerns you may have.

INFORMATION ONLY





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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Legal Chambers C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 4249

NO PROPOSALS. As at the 6th September 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

169 CHEDDAR ROAD, RESERVOIR 3073  
CITY OF DAREBIN

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

Date of issue: 6th September 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74119067 - 74119067141930 '4249'



4th September 2024

Melbourne Legal Chambers C/- InfoTrack (LEAP) C/-  
LANDATA

Dear Melbourne Legal Chambers C/- InfoTrack (LEAP) C/- ,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	169 CHEDDAR ROAD RESERVOIR 3073
<b>Applicant</b>	Melbourne Legal Chambers C/- InfoTrack (LEAP) C/- LANDATA
<b>Information Statement</b>	30880898
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	4249

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES



**Yarra Valley Water Property Information Statement**

Property Address	169 CHEDDAR ROAD RESERVOIR 3073
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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



**Melbourne Water Property Information Statement**

Property Address	169 CHEDDAR ROAD RESERVOIR 3073
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

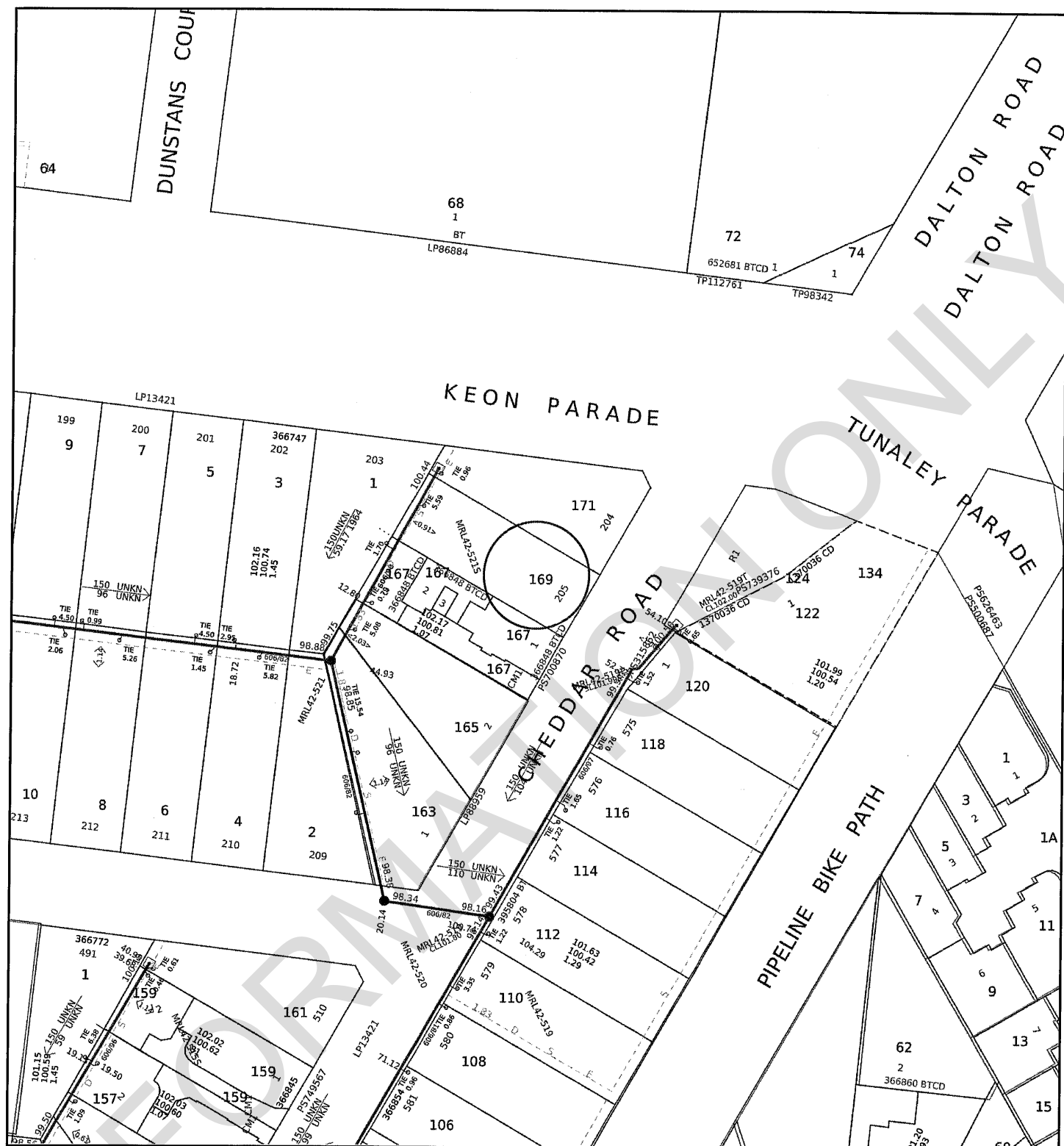
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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: 30880898**

<b>Address</b>	169 CHEDDAR ROAD RESERVOIR 3073
<b>Date</b>	04/09/2024
<b>Scale</b>	1:1000



**Yarra  
Valley  
Water**

ABN 93 066 902 501

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

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





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

## RATES CERTIFICATE

**Account No:** 9090456276  
**Rate Certificate No:** 30880898

**Date of Issue:** 04/09/2024  
**Your Ref:** 4249

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
169 CHEDDAR RD, RESERVOIR VIC 3073	205LP13421	1127932	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge Estimated Average Daily Usage \$0.00	18-03-2024 to 07-06-2024	\$0.00	\$0.00
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77

### Other Charges:

Interest	No interest applicable at this time
	No further charges applicable to this property
	<b>Balance Brought Forward</b>
	<b>Total for This Property</b>
	\$0.00
	\$193.11

  
GENERAL MANAGER  
RETAIL SERVICES

### Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection



activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.





YARRA VALLEY WATER  
ABN 93 066 902 501

Luoknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

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

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

**Property No:** 1127932

**Address:** 169 CHEDDAR RD, RESERVOIR VIC 3073

**Water Information Statement Number:** 30880898

#### HOW TO PAY



**Bill**er Code: 314567  
Ref: 90904562761

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



Property Clearance Certificate  
Land Tax



INFOTRACK / MELBOURNE LEGAL CHAMBERS

Your Reference:

240191

Certificate No:

79760158

Issue Date:

04 SEP 2024

Enquiries:

DXS17

Land Address: 169 CHEDDAR ROAD RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
12373576	205	13421	6939	727	\$0.00

Vendor: KYLIE MICHELLE SAUNDERS  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ESTATE OF MS GWENDA HELEN WHITE	2024	\$600,000	\$0.00	\$0.00	\$0.00


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

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

Comments:

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$670,000
SITE VALUE:	\$600,000
CURRENT LAND TAX CHARGE:	\$0.00





# Notes to Certificate - Land Tax

Certificate No: 79760158

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,250.00

Taxable Value = \$600,000

Calculated as \$2,250 plus ( \$600,000 - \$600,000) multiplied by 0.600 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 79760158

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 79760158

### Visa or Mastercard

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

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



# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE LEGAL CHAMBERS

Your Reference: 240191  
Certificate No: 79760158  
Issue Date: 04 SEP 2024  
Enquires: DXS17

Land Address: 169 CHEDDAR ROAD RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
12373576	205	13421	6939	727	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110.3	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$670,000
SITE VALUE:	\$600,000
CURRENT CIPT CHARGE:	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79760158

## 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 commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. 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 commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate 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. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

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

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.



Property Clearance Certificate  
Windfall Gains Tax



INFOTRACK / MELBOURNE LEGAL CHAMBERS

Your Reference: 240191  
Certificate No: 79760158  
Issue Date: 04 SEP 2024

Land Address: 169 CHEDDAR ROAD RESERVOIR VIC 3073

Lot	Plan	Volume	Folio
205	13421	6939	727

Vendor: KYLIE MICHELLE SAUNDERS  
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.

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00





# Notes to Certificate - Windfall Gains Tax

Certificate No: 79760158

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 79760153

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 79760153

### Visa or Mastercard

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

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

### Important payment information

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

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