

CONTRACT OF SALE OF REAL ESTATE

Vendor's: Janet Barbara Wells & Craig Andrew Wells

Property: 50 Elliot Street Mordialloc VIC 3195

Property Address:

Street: 50 Elliot Street

Suburb: Mordialloc

State: VIC

Postcode: 3195

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

The terms of this contract are contained in the -

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

in that order of priority.

Important Notice to Purchasers

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

You may end this contract within three 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
- you bought the property within 3 clear business days **before** a publicly advertised auction was to be held; or
- you bought the property within 3 clear business days **after** a publicly advertised auction was held; or
- you bought the property on the day on which 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.

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

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

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

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

Signing of this Contract

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

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

- a copy of the section 32 statement; and
- a copy of the full terms of this contract.

In this contract, **section 32 statement** means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* (Vic).

The authority of a person signing:

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

must be noted alongside 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

<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Signature	<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Signature
<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Authority <small>(e.g. 'director', 'agent' or 'attorney under power of attorney')</small>	<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Authority <small>(e.g. 'director', 'agent' or 'attorney under power of attorney')</small>
<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Full name	<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Full name
<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Date	<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Date

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

In this contract, **business day** means any day which is not a Saturday, Sunday or a proclaimed public holiday in Victoria.

Signed by the vendor

<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Signature	<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Signature
<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Authority <small>(e.g. 'director', 'agent' or 'attorney under power of attorney')</small>	<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Authority <small>(e.g. 'director', 'agent' or 'attorney under power of attorney')</small>
Janet Barbara Wells	Full name	Craig Andrew Wells	Full name
<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Date	<div style="border: 1px solid black; height: 30px; width: 320px;"></div>	Date

The **Day of Sale** is the date by which both parties have signed this contract.

Particulars of sale

Vendor's estate agent

Name: O'Brien Real Estate Mentone

Address: 99 Balcombe Road

Suburb: Mentone State: VIC Postcode: 3194

Email: christian.jenkinson@obrienrealestate.com.au ABN/ACN: _____

Telephone: 0439 463 697 Facsimile: _____ DX: _____ Ref: Christian Jenkinson

Vendor

Name: Janet Barbara Wells & Craig Andrew Wells

Email: awardtrimming@optusnet.com.au ABN/ACN: _____

Address: 48 Elliot Street

Suburb: Mordialloc State: VIC Postcode: 3195

Name: _____

Email: _____ ABN/ACN: _____

Address: _____

Suburb: _____ State: _____ Postcode: _____

Vendor's legal practitioner or conveyancer

Name: Property Legal Pty Ltd t/a LAF Conveyancing

Address: 14 St Kilda Road

Suburb: St Kilda State: VIC Postcode: 3182

Email: tim@lafconveyancing.com.au

Telephone: 0480 090 398 Facsimile: _____ DX: _____ Ref: VIC:TV:194

Purchaser

Name: _____

Email: _____ ABN/ACN: _____

Address: _____

Suburb: _____ State: _____ Postcode: _____

Name: _____

Email: _____ ABN/ACN: _____

Address: _____

Suburb: _____ State: _____ Postcode: _____

Purchaser's legal practitioner or conveyancer

Name: _____

Address: _____

Suburb: _____ State: _____ Postcode: _____

Email: _____

Telephone: _____ Facsimile: _____ DX: _____ Ref: _____

Land (general conditions 3 and 16) The land is described in the table below

Certificate of Title reference	being lot	on plan
Volume: <u>08352</u> Folio: <u>350</u>	<u>185</u>	<u>011012</u>
Volume: _____ Folio: _____	_____	_____

If no title particulars are recorded above, the land is described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property Address:

The address of the land is:

Street: 50 Elliot Street

Suburb: Mordialloc State: VIC Postcode: 3195

Goods sold with the land (list or attach schedule)

Light fittings, Dishwasher, Internal Window Coverings, Air Conditioner, as inspected.

Payment (general conditions 8 and 21)

Price \$ _____

Deposit \$ _____ by _____ dd/mm/yyyy (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement

GST (general condition 23)

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

-

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

-

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

-

GST Withholding (general condition 24)

☐ If this box is ticked then the vendor is not required to give the purchaser a written notice which complies with section 14-255(1) of schedule 1 of the *Taxation Administration Act 1953* (Cth).

☒ If this box is ticked then the vendor notifies the purchaser in accordance with section 14-255(1) of schedule 1 of the *Taxation Administration Act 1953* (Cth) that the purchaser is not required to make a withholding payment in relation to the supply of the property under section 14-250 of schedule 1 of the *Taxation Administration Act 1953* (Cth).

☐ If this box is ticked then general condition 24 applies in relation to the supply of the property.

Settlement (general condition 21)

is due on _____ dd/mm/yyyy

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
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box, in which case refer to general condition 1.1. If the property is sold '**subject to lease**' then particulars of the lease are:

-

☐ Commencement date _____ dd/mm/yyyy End date _____ dd/mm/yyyy

or

☐ a periodic tenancy determinable by notice

Terms contract (general condition 17)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* (Vic) then add the words '**terms contract**' in this box, and refer to general condition 26 and add any further provisions by way of special conditions.

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Loan (general condition 7)

☐ If this box is checked this contract is subject to loan approval.

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

Lender: _____

Loan amount: not more than \$ _____

Approval date: _____ dd/mm/yyyy

Special conditions

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

Special Conditions

If the contract is subject to '**special conditions**' then particulars of the special conditions are set out after the General Conditions.

1. Encumbrances

1.1 The purchaser buys the property subject to:

- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats;
- (b) any reservations, exceptions or conditions in the crown grant; and
- (c) any lease or tenancy referred to in the particulars of sale.

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

2. Vendor warranties

2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.

2.2 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land;
- (b) is under no legal disability;
- (c) is in possession of the land, either personally or through a tenant;
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser;
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.3 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 or tenancy affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

2.5 If sections 137B and 137C of the *Building Act 1993* (Vic) 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;
- (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* (Vic) and regulations made under the *Building Act 1993* (Vic).

2.6 Words and phrases used in general condition 2.5 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 2.5.

3. Identity of the land

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

3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

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

5. Consents

The vendor must obtain any necessary consent or licence required to be obtained by the vendor in order 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.

6. Notices

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

7. Loan

7.1 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.

7.2 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;
- (b) did everything reasonably required to obtain approval of the loan;

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

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

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

8. Payment of Deposit

8.1 In this general condition:

(a) 'bank' means an authorised deposit-taking institution under the *Banking Act 1959* (Cth);

(b) 'bank guarantee' means an irrevocable and unconditional undertaking from a bank to pay on demand an amount equal to the deposit (or such other amount agreed by the parties) on terms and conditions acceptable to the vendor. If the land sold is a lot on an unregistered plan of subdivision, the bank guarantee must be in favour of the vendor's legal practitioner or conveyancer;

(c) 'deposit bond' means an irrevocable and unconditional undertaking from a financial institution resident in Australia acceptable to the vendor to pay on demand an amount equal to the deposit (or such other amount agreed by the parties) on terms and conditions acceptable to the vendor. If the land sold is a lot on an unregistered plan of subdivision, the deposit bond must be in favour of the vendor's legal practitioner or conveyancer; and

(d) 'financial institution' means a bank, building society, credit union, insurance company or other entity which is authorised to provide finance, issue bank guarantees or deposit bonds in Australia.

8.2 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 a bank in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

8.3 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

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

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

8.4 The vendor may, at its discretion, agree to accept a deposit bond or bank guarantee instead of payment of a cash deposit as the deposit by the purchaser.

8.5 If the vendor agrees to accept a deposit bond or bank guarantee instead of payment of a cash deposit as the deposit by the purchaser, the purchaser must pay the deposit in cleared funds to the vendor's legal practitioner and conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 30 days before the bank guarantee or deposit bond expires;

(c) any earlier date on which:

(i) the vendor would be entitled to the release of the deposit to it having regard to the provisions of this contract and section 27 of the *Sale of Land Act 1962* (Vic);

(ii) the vendor rescinds or otherwise terminates this contract for breach or repudiation of the contract by the purchaser; or

(iii) the bank guarantee or deposit bond becomes ineffective.

8.6 If general condition 8.4 applies, when the purchaser pays the deposit, the vendor will return the bank guarantee or deposit bond to the purchaser.

8.7 Without limiting any of the vendor's other rights under this contract, if the purchaser does not comply with general condition 8.5, the vendor or the vendor's legal practitioner or conveyancer (if the land sold is a lot on an unregistered plan of subdivision) can make demand for the amount secured by the deposit bond or bank guarantee without reference to the purchaser.

8.8 Any amount paid by the bank or financial institution under general condition 8.5 or 8.7 must be dealt with in accordance with general condition 8.2 or, if the land sold is a lot on an unregistered plan of subdivision, in accordance with general condition 8.3.

9. Release of deposit

9.1 The deposit must be released to the vendor if:

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

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

(ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price less any amounts withheld under general conditions;

(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* (Vic) have been satisfied.

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

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

9.4 If the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given authorisation to release the deposit under section 27(1), the purchaser is deemed to have accepted title in the absence of any prior objection to title.

10. 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.

11. 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.

12. Transfer

12.1 Any paper transfer of land document required to effect a transfer of the property must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.

12.2 The vendor must prepare the online duties form or such other forms required to be completed by the vendor for assessment of duty on this transaction by the State Revenue Office and must provide a link to complete the form or copies of those forms as soon as practicable before settlement. The purchaser must complete the online duties form or such other forms required to be completed by the purchaser by the State Revenue Office as soon as practicable before settlement. Both parties agree to co-operate to complete such forms prior to settlement.

13. Nominee

The purchaser may no later than 10 business days before the due date for settlement nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

14. Release of security interest

14.1 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.

14.2 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 14.4, 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.

14.3 If the purchaser is given the details of the vendor's date of birth under condition 14.2, the purchaser must:

- (a) only use the vendor's date of birth for the purposes specified in condition 14.2; and
- (b) keep the date of birth of the vendor secure and confidential.

14.4 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;

- (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.

14.5 Subject to general condition 14.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:

(a) that:

- (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or

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

14.6 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 14.5 if:

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

14.7 A release for the purposes of general condition 14.4(a) must be in writing.

14.8 A release for the purposes of general condition 14.4(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.

14.9 If the purchaser receives a release under general condition 14.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

14.10 In addition to ensuring that a release is received under general condition 14.4(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.

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

14.12 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 14.11.

14.13 If settlement is delayed under general condition 14.12 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.

14.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 14.14 applies despite general condition 14.1.

14.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 14 unless the context requires otherwise.

15. Builder warranty insurance

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

16. General law land

16.1 This general condition 16 only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).

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

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

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

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

16.5 The contract will be at an end if:

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

16.6 If the contract ends in accordance with general condition 16.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

16.7 General condition 21.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic), as if the reference to 'registered proprietor' is a reference to 'owner'.

17. Terms contract

17.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic):

- (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* (Vic); 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.

17.2 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; and
- (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.

18. Adjustments

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

18.2 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;
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005* (Vic));
- (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.

18.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments if requested by the vendor.

18.4 If requested by the purchaser, the vendor must provide all information regarding the payment of rent and other moneys under any lease or other tenancy affecting the property reasonably required by the purchaser to calculate the adjustments.

19. 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.

20. Loss or damage before settlement

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

20.2 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.

20.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 20.2, but may claim compensation from the vendor after settlement.

20.4 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 20.2 at settlement.

20.5 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.

20.6 The stakeholder must pay the amounts referred to in general condition 20.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

21. Settlement

21.1 At settlement:

- (a) the purchaser must pay the balance; and

(b) the vendor must:

- (i) do all things necessary to be done by a registered proprietor of the land 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.

21.2 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

21.3 Payments under this contract must be made or tendered:

- (a) in cash up to \$10,000;
- (b) by cheque drawn on a bank; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds. Payment is made by electronic funds transfer when the funds are received and cleared in the recipient's bank account.

21.4 At settlement, the purchaser must pay the fees on up to three cheques drawn on a bank. If the vendor requests that any additional cheques be drawn on a bank, the vendor must reimburse the purchaser for the fees incurred.

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

21.6 For the purpose of this general condition 'bank' means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

21.7 The vendor's obligations under this general condition continue after settlement.

22. Electronic Conveyancing

22.1 In this general condition:

- (a) 'discharging mortgagee' means any mortgagee, chargee, covenant chargee or caveator whose provision of an electronically signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the property to be transferred to the purchaser;
- (b) 'ECNL' means the *Electronic Conveyancing National Law (Victoria)*;
- (c) 'electronic document' means a dealing as defined in the *Transfer of Land Act 1958* (Vic) which may be created and signed electronically in an electronic workspace;
- (d) 'electronic transaction' means a transaction to be conducted for the parties by their legal representatives as subscribers using an ELN and in accordance with the ECNL and the participation rules;
- (e) 'electronic transfer' means a transfer of land under the *Transfer of Land Act 1958* (Vic) for the property to be prepared and electronically signed in the electronic workspace established for the purposes of the parties' transaction;

- (f) 'electronic workspace' means a shared electronic workspace generated by the ELN;
- (g) 'ELN' means Electronic Lodgement Network under the ECNL;
- (h) 'ELNO' means Electronic Lodgement Network Operator under the ECNL;
- (i) 'participation rules' means the participation rules as determined by the ECNL; and
- (j) 'subscriber' means a person who is authorised under a participation agreement to use an ELN to complete conveyancing transactions on behalf of another person or on their own behalf.

22.2 This transaction is to be conducted as an electronic transaction if the Registrar of Titles requires it to be conducted as an electronic transaction.

22.3 If this transaction is not to be conducted as an electronic transaction this general condition 22 ceases to apply and this transaction is to be conducted in accordance with this contract otherwise than as an electronic transaction.

22.4 If this transaction is to be conducted as an electronic transaction:

- (a) to the extent, but only to the extent, that any other provision of this contract is inconsistent with this general condition, the provisions of this general condition prevail;
- (b) a party must pay the fees and charges payable by that party to the ELNO and the Registrar of Titles as a result of this transaction being an electronic transaction;
- (c) any provision of this contract requiring the physical preparation, signing, delivery or payment of anything that is dealt with digitally or electronically within or using the electronic workspace is amended accordingly;
- (d) the parties agree that written communications for the purposes of preparing for and facilitating the electronic transaction may be given and received electronically within the electronic workspace, however, no other notices may be given electronically within the electronic workspace;
- (e) any communication from one party to another party in the electronic workspace is taken to have been received by that party at the time determined by section 13A of the *Electronic Transactions (Victoria) Act 2000* (Vic); and
- (f) despite anything in this contract to the contrary, the electronic transfer is not required to be served 10 days before the due date for settlement.

22.5 Each party must:

- (a) be, or engage a representative who is, a subscriber;
- (b) ensure that each other person for whom that party is responsible and who is associated with the transaction is, or engages, a subscriber;
- (c) authorise their representative to act on their behalf in the manner required by the ECNL; and
- (d) conduct the electronic transaction in accordance with the participation rules and the ECNL.

22.6 The vendor must as soon as reasonably practicable after the day of sale:

- (a) create an electronic workspace;
- (b) complete the title details for the property, the due date for settlement and a time for settlement; and
- (c) invite the purchaser and any discharging mortgagee to the electronic workspace.

22.7 As soon as reasonably practicable after receiving an invitation from the vendor to join the electronic workspace, the purchaser must:

- (a) join the electronic workspace;
- (b) create and complete an electronic transfer;
- (c) invite any incoming mortgagee to join the electronic workspace; and
- (d) accept the nominated settlement date and time.

22.8 Before settlement:

- (a) each party must do everything reasonably necessary to progress the transaction in the electronic workspace to settlement on the due date for settlement at the settlement time;
- (b) the parties must ensure that:
 - (i) all electronic documents which a party must electronically sign to complete the electronic transaction are completed and electronically signed; and
 - (ii) all certifications required by the ECNL are properly given, and
- (c) the parties must complete the electronic workspace with payment details as soon as reasonably practicable before the due date for settlement.

22.9 On settlement the electronic workspace must record that the exchange of funds or value (if any) between the accounts of the relevant financial institutions in accordance with the instructions of the parties has occurred.

22.10 If settlement takes place in the electronic workspace:

- (a) the parties are deemed to agree under general condition 21.3 that the balance may be paid by electronically transferring the funds; and
- (b) no party may exercise any rights under this contract or at law to terminate this contract during the time that the electronic workspace is locked for settlement.

22.11 If settlement has not occurred by the time that the ELNO usually closes for settlements in Victoria on the due date for settlement, the parties must do everything reasonably necessary to effect settlement:

- (a) as an electronic transaction on the next business day; or
- (b) if settlement cannot reasonably be effected as an electronic transaction, then at the option of either party, exercised by giving notice to the other party to that effect, otherwise than as an electronic transaction, as soon as reasonably practicable.

22.12 A party is not in default under this contract if:

- (a) the computer systems of any of Land Use Victoria, the Office of State Revenue, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the settlement time agreed by the parties and there is a failure to complete this contract for that reason; or
- (b) that party is prevented from complying with an obligation because the other party or the other party's financial institution has not done something in the electronic workspace,

but that party must comply with that party's obligations as soon as such events cease to apply.

22.13 If the parties do not agree about the delivery before settlement of one or more documents or things (including keys or other security devices) that cannot be delivered through the electronic workspace, the party required to deliver the documents or things:

- (a) holds them on and from settlement in escrow for the benefit of; and
- (b) must immediately after settlement deliver the documents or things to, or as directed by,

the party entitled to them.

22.14 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment made in the electronic workspace and to recover the mistaken payment.

23. GST

23.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

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

23.2 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

23.3 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.

23.4 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;
- (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.

23.5 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.

23.6 This general condition will not merge on either settlement or registration.

23.7 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.

24. GST withholding

24.1 If subdivision 14-E of the *Taxation Administration Act 1953* (Cth) applies to the sale of the land, the vendor must give the purchaser a written notice which complies with section 14-255(1) of schedule 1 of the *Taxation Administration Act 1953* (Cth) at least eight business days before the due date for settlement.

24.2 If the purchaser is required to make a payment to the Commissioner of Taxation under section 14-250 of schedule 1 of the *Taxation Administration Act 1953* (Cth), the purchaser must:

- (a) pay the GST withholding amount specified in the vendor's notice that the purchaser is required to pay under section 14-250 of schedule 1 of the *Taxation Administration Act 1953* (Cth) to the Commissioner of Taxation at the time specified in section 14-250(4) of schedule 1 of the *Taxation Administration Act 1953* (Cth); and
- (b) give the Commissioner of Taxation the notice required under section 16-250(2) of schedule 1 of the *Taxation Administration Act 1953* (Cth).

24.3 At least three business days before the due date for settlement, the purchaser must give evidence to the vendor that it has complied with general condition 24.2(b) including a copy of the confirmation received from the Commissioner of Taxation following lodgement of the purchaser's notice which includes details of the lodgement reference number and payment reference number.

24.4 At settlement, the purchaser must give the vendor a bank cheque for the GST withholding amount specified in the vendor's notice that is payable to the Commissioner of Taxation. The purchaser will be taken to have complied with this general condition if it pays the GST withholding amount by electronic funds transfer to the account nominated by the Commissioner of Taxation via an Electronic Lodgement Network (as defined in the *Electronic Conveyancing National Law (Victoria)*) as part of an electronic settlement.

24.5 After settlement, the vendor must give the Commissioner of Taxation any bank cheque received under this general condition 24 together with any forms required to be provided to the Commissioner of Taxation to confirm that settlement has been effected.

24.6 The purchaser is responsible for any penalties or interest payable to the Commissioner of Taxation on account of late payment of the withholding amount, except to the extent that they arise from any failure by the vendor to comply with its obligations under this contract.

25. Foreign resident capital gains withholding

25.1 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 25 unless the context requires otherwise.

25.2 This general condition 25 applies unless:

- (a) the vendor gives the purchaser a clearance certificate issued by the Commissioner of Taxation 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 day of sale and the day the vendor provides the certificate to the purchaser;
- (b) the transaction is not excluded under section 14-215(1) of schedule 1 to the *Taxation Administration Act 1953* (Cth).

25.3 If the vendor has not given the purchaser a clearance certificate issued by the Commissioner of Taxation under section 14-220(1) of schedule 1 to the *Taxation Administration Act 1953* (Cth) at least two business days prior to settlement, the purchaser may withhold an amount equal to 12.5% of the price, or such lower percentage or amount specified in a written notice issued by the Commissioner of Taxation under section 14-235 of schedule 1 to the *Taxation Administration Act 1953* (Cth), and that withholding will constitute discharge of the purchaser's obligation to pay the price to the extent of the withholding.

25.4 The purchaser must:

- (a) prior to settlement lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the Australian Taxation Office for each person comprising the purchaser and give copies to the vendor with the payment reference numbers;
- (b) within two business days of settlement:
 - (i) pay, or ensure payment of, the withholding amount to the Commissioner of Taxation in the manner required by the Commissioner of Taxation; and
 - (ii) promptly provide the vendor with proof of payment.

The purchaser will be taken to have complied with this general condition if it pays the withholding amount by electronic funds transfer to the account nominated by the Commissioner of Taxation via an Electronic Lodgement Network (as defined in the *Electronic Conveyancing National Law (Victoria)*) as part of an electronic settlement.

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

26. Breach

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

26.1 compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

26.2 any interest due under this contract as a result of the breach.

27. 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* (Vic) is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

28. Default notice

28.1 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.

28.2 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.

29. Default not remedied

29.1 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.

29.2 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.

29.3 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;
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

29.4 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;

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

(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.

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

30. Time

30.1 Time is of the essence of this contract.

30.2 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.

31. Service

31.1 Any document sent by:

- (a) regular post is taken to have been served on the sixth 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) express post is taken to have been served on the next business day after posting, unless proved otherwise; or
- (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* (Vic).

31.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served—

- (a) personally;
- (b) by pre-paid post;
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner regardless of whether the person serving or receiving the document is a legal practitioner; or
- (d) by email.

31.3 This general condition applies to the service of any demand, notice or document by or on any party. In this contract, the expression 'serve' includes 'give' and 'served', 'serviced' and 'given' have corresponding meanings.

32. Counterparts and execution

32.1 This contract and the section 32 statement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.

32.2 A copy of an original executed counterpart given or served by facsimile machine, email or link emailed:

- (a) must be treated as an original counterpart;
- (b) is sufficient evidence of the execution of the original; and
- (c) may be produced in evidence for all purposes in place of the original.

32.3 Each party consents to the contract and the section 32 statement being signed by any other party in accordance with an electronic communication method and being given or served by electronic communication, including by link emailed to a party to download an electronic copy.

32.4 Without limiting general condition 32.3, the parties acknowledge and agree that:

- (a) electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:
 - (i) computer generated;
 - (ii) by computer pen;
 - (iii) by a typed mark or name;
 - (iv) physically signed on paper and scanned electronically;

32.5 The parties to this contract agree that, despite any other clause of this contract and despite custom, practise or code otherwise followed in respect of contracts for the sale of land, if executed electronically this contract:

- (a) is made on its execution by all parties to it (including electronic signature);
- (b) need not be executed and exchanged in counterparts; and
- (c) constitutes an original document in an electronic format.

The following special conditions (if any) apply in respect of this contract.

Refer to Annexure A

ANNEXURE A – SPECIAL CONDITIONS

1. Definitions

In these Special Conditions:

Act	Means the <i>Sale of Land Act</i> 1962 (Vic).
Bank	means: <ul style="list-style-type: none">(a) an Australia-owned bank;(b) a branch of a foreign bank,(c) on the list, current on the day of sale, an authorised Deposit-taking institution regulated by the Australian Prudential Regulation Authority.
Business Day	means any day which is not a Saturday, Sunday or a proclaimed public holiday in the State of Victoria.
Claim	means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not subject of a court order), Loss, charge, damage expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.
Contaminant	includes all materials, pollutants, contaminants and substances that make or may make the Property: <ul style="list-style-type: none">(a) polluted as defined in the Environment Protection Act 1970 (Vic);(b) poisonous, noxious, offensive, harmful or potentially harmful to human beings, animals, birds or wildlife, plants and/or vegetation;(c) degraded in any way; or(d) not comply with any Law including any Environmental Law.
Contract	means this contract of sale and includes all enclosures and annexures.
Deposit	means the deposit specified in the Particulars of Sale.
Environmental Law	means any Law relating to the environment or occupational, health and safety matters or regulating or imposing liability or standards of conduct concerning any substance or material.
Excluded Rights	means the rights to: <ul style="list-style-type: none">(a) avoid this Contract;

- (b) make any requisition or enquiry;
- (c) withhold any part of or require any adjustment of the Price;
- (d) require any part of the Price to be retained;
- (e) require the Vendor to do any act, matter or thing;
- (f) require the Vendor to amend title;
- (g) require the Vendor to pay any money or bear any costs;
- (h) require the Vendor to indemnify any person; and
- (i) claim any compensation.

General Conditions are the general conditions set out in in this Contract.

Government Agency means any:

- (a) government or government department or other body;
- (b) governmental, semi-governmental, municipal, administrative, statutory or judicial person, body or authority;
- (c) a person (whether autonomous or not) charged with administration of any applicable Law.

GST means tax payable under the GST Law and includes penalty and interest.

GST Law means the goods and services tax system which is Australian Law under the '*A New Tax System (Goods and Services Tax) Act 1999*' and associated legislation or any amendment or replacement of that Act or legislation.

Guarantee means a guarantee and indemnity in the form annexed to this Contract as Annexure B.

Insolvency Event means, in relation to a person, when the person is:

- (a) Insolvent as that term is defined in Section 9 of the Corporations Act; or
- (b) the subject of an event described in Sections 459C(2) (a) to (f) or Section 585 of the Corporations Act (or it makes a statement from which another party to this agreement may reasonably deduct it is so subject); or
- (c) is an insolvent under administration or suffers the appointment of a controller, administrator, Administrator or provisional Administrator as those terms are defined in Section 9 of the Corporations Act; or
- (d) dissolved; or
- (e) other than to carry out an amalgamation or reconstruction while solvent; or
- (f) otherwise unable to pay its debts as and when they become due and payable; or

- (g) takes or suffers a similar event under the Law of any jurisdiction.

Land	means the land described in the Particulars of Sale being the land sold pursuant to this Contract.
Law	means any law, rule, Act, ordinance, regulation, by-law, local law, order, statutory instrument, control, restriction, direction, notice or proclamation and includes the requirements of any municipal or statutory body or any permit, planning scheme or approval affecting the Land.
Lease	means the Lease copy attached to the Vendor's Statement (if applicable).
Loss	means any liability, charge, Claim, loss, damage, expense or costs including any legal costs on a solicitor/client basis.
Outgoings	means all rates, taxes, assessments, fees and other outgoings and includes land tax, levies, fire insurance premiums, Owners Corporation fees (if any) or insurance premiums or other expenses levied in respect of the Property but excludes any supplementary rates or taxes or other such rates assessed in respect of the Property after the Settlement Date which are the responsibility of the Purchaser.
Price	means the price specified in the Particulars of Sale.
Property	means the Property described in the Land panel in the particulars of sale sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract however they all mean the Property sold pursuant to this Contract. Property includes any fencing, sheds, tanks (if applicable).
Schedule	means a schedule to this Contract.
Vendor	means the person so described in the Particulars of Sale and includes the personal representatives, successors and assigns of the Vendor.
Vendor's Representative	means the Vendor's solicitors and selling agents.
Vendor's Statement	means a statement made under section 32 of the Act. A copy of the Vendor's Statement for this Contract is attached.

2. Interpretation

In this Contract:

- (a) a reference to:

- (i) any Law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (ii) the singular includes the plural and vice versa;
- (iii) an individual or person includes a corporation, firm, authority, government authority and vice versa;
- (iv) any gender includes the other genders;
- (v) a party to this Contract includes that party's executives, administrators successors and permitted assigns; and
- (vi) a condition, annexure or Schedule is a reference to a condition, annexure or Schedule of this Contract.
- (b) 'Including' and similar expressions are not words of limitation.
- (c) Headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract.
- (d) If the whole of any part or a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.
- (e) Any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.
- (f) The obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and enure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.
- (g) In the interpretation of this Contract, no provision of this Contract will be construed adversely against a party solely on the grounds that the party was responsible for the preparation of this Contract or any part of it.
- (h) If an act must be done on a specified day, which is not a Business Day, the act must be done on the Business Day immediately after that specified date.
- (i) If a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, valid, void, voidable or unenforceable.
- (j) If it is not possible to read down a provision as required in Special Condition 24 that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

3. Acknowledgements

- (a) The Purchaser acknowledges, having received from the Vendor or the Vendor's Agent:
 - (i) the Vendor's Statement executed by the Vendor; and
 - (ii) a copy of this Contract;that the Purchaser has read and understood those documents (including all attachments); and
- (b) that no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the Price has been made by or on behalf of any estate agent representing the Vendor.

4. Amendment to General Conditions

The Purchaser and the Vendor agree that if there is:

- (a) any inconsistency between the provisions of the General Conditions and Special Conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of the Special Conditions will prevail and have priority; and
- (b) any inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other Special Conditions will prevail and have priority over this Special Condition.

5. Electronic signature

- (a) In this special 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.
- (b) The parties consent to this Contract being signed by or on behalf of a party by an electronic signature.
- (c) 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.
- (d) This Contract may be electronically signed any number of counterparts which together will constitute the one document.
- (e) 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.
- (f) 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.

6. Auction Provisions

If the Property is offered for sale by public auction subject to the vendor’s reserve price, the Rules for the conduct of the auction will be as set out in Schedule 1 of the Sale of Land (Public Auction) Regulations 2014, or any rules prescribed by regulation which modify or replace those rules.

7. Identity of Land

- (a) The Purchaser admits that the Land as offered for sale and inspected by the Purchaser is identical with that described in the title particulars.
- (b) The Purchaser must not make any requisition or Claim any compensation for any alleged misdescription of the Land, or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.
- (c) General Condition 3 does not apply to this Contract.

8. Encumbrances & Easement

The Purchaser:

- (a) buys the Property subject to any applicable Law including, without limitation, the requirement of any planning scheme;
- (b) admits that the Property is sold subject to the provisions of the Act; and
- (c) buys the Property subject to all easements and encumbrances affecting the Land including those disclosed in the Schedule of this Contract or in the Vendor's Statement and or created or implied by the Act.

9. Environmental Matters

- (a) The Vendor gives no representations nor warranties as to whether:
 - (i) any Contaminants are present or exist on, under and above the Property;
 - (ii) any Contaminants are present or exist on, under, above or adjacent to properties adjacent to the Property;
 - (iii) the previous use of the Property resulted in the presence of any Contaminant; or
 - (iv) to the extent that any Contaminant is present on the Property, it limits or affects the use or development of the Property.
- (b) The Purchaser warrants that the Purchaser entered into this Contract as a result of the Purchaser's own enquires and Due Diligence and subject to all Contaminants (if any) which may be on, under, above or adjacent to the Property.
- (c) The Purchaser assumes full liability and responsibility from the Day of Sale for the following:
 - (i) any Contaminants on, under, above or adjacent to the Property;
 - (ii) any Contaminants that have migrated from the Property; and
 - (iii) complying with all Laws, including any Environmental Law and the requirements of any Government Agency in respect of any Contaminants.
- (d) To the maximum extent permitted by Law, the Purchaser releases the Vendor from any Loss or Claim that the Purchaser directly or indirectly suffers, incurs, pays or is liable for which results in any way from the existence of any Contaminant on, under, above or emanating from the Property including any actions based on injury to any person, corporation, Property or segment of the environment.

10. Condition of Property, Services and Utilities

- (a) The Purchaser acknowledges and agrees that:
 - (i) the Purchaser has purchased the Property entirely as a result of the Purchaser's own inspection of, enquiries and Due Diligence in connection with the Property including any building works, fencing, tanks, sheds (if applicable) and that save as otherwise specifically set out in this Contract the Purchaser does not rely on any representation or warranty of any nature made by or on behalf of the Vendor;
 - (ii) nor the Vendor's agents or representatives;
- (b) any improvements on and in connection with the Land and Property including fencing, tanks, sheds (if applicable) may be subject to, or require compliance with, any Laws and any failure to comply with any Laws will not, and will not be deemed to, constitute a defect in the Vendor's title;

- (c) The Purchaser shall not make any requisition, or objection, or refuse or delay payment of the Price, or Claim compensation in respect of any matter in connection with Special Condition 10(a);
- (d) The Purchaser acknowledges that the Property is sold subject to all existing water, sewerage, drainage, gas, electricity, telephone or other installations, services and utilities (if any);
- (e) The Purchaser may not make any requisition, or objection, or refuse or delay payment of the Price, or Claim compensation in respect of:
 - (i) any building works and works relating to and in connection with the Land and Property including fencing, tanks, sheds (if applicable);
 - (ii) the nature, location, availability or non-availability of any installations, services or utilities;
- (f) any defects in any installations, services and utilities and/or goods sold with the Land;
- (g) there being or not being an easement or other right in respect of installations, services or utilities;
- (h) any service being a joint service with any other land or building;
- (i) any service for any other and or building passing through or over the Property;
- (j) any sewer, vent, manhole, bore or water or sewerage main or connection passing through, in or over the Property;
- (k) any environmental matters and any Contaminants; and
- (l) the condition of the Land and Property at settlement.

11. Purchaser's Warranty

The Purchaser warrants to the Vendor that:

- (a) the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;
- (b) the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced;
- (c) the Purchaser's obligations under this Contract are valid and binding and are enforceable against it in accordance with their terms;
- (d) the Purchaser has conducted Due Diligence;

this Contract does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

12. Lease

If the sale of the Property is identified in the Particulars of sale as being "subject to lease" then the following provisions apply:

- (a) The Purchaser must not make any objection or requisition or Claim for compensation by reason of anything contained in the Lease and its provisions and effect and will not refuse or delay payment, make any demands or Claim against the Vendor of any

nature whatsoever in relation to the Lease or exercise any of the Excluded Rights. The Purchaser acknowledges having inspected and approved the Lease and agrees to take title subject to the Lease.

- (b) After the date of settlement, the Purchaser must observe the landlord's covenants pursuant to the Lease and the Purchaser agrees to indemnify and keep indemnified the Vendor from and against all Loss or damage the Vendor may suffer as a result of the Purchaser's failure to do so.
- (c) Where applicable the Vendor shall hand to the Purchaser on the date of settlement, a notice signed by or on behalf of the Vendor and addressed to the tenant of the Lease advising the tenant of the change in ownership and directing the tenant to make all future rental payments to or at the direction of the Purchaser.
- (d) Where applicable, the Vendor shall provide the security deposits (subject to deductions of such sums as may be entitled to be set off pursuant to the Lease) of the Lease to the Purchaser at the date of settlement and where Bank guarantees have been provided to the Vendor as security deposit, the Vendor agrees to return such Bank guarantees to the tenant in exchange for new Bank guarantees issued to the Purchaser.
- (e) The Purchaser acknowledges that all fixtures, fittings, chattels on the Property which are owned or installed by the tenant may be removed. The Purchaser must not make any objection or requisition or Claim for compensation in relation to any such fixtures, fittings, chattels, plant and equipment.
- (f) The Purchaser acknowledges that all fixtures, fittings, chattels on the Property which are owned or installed by the tenant may be removed. The Purchaser must not make any objection or requisition or Claim for compensation in relation to any such fixtures, fittings, chattels, plant and equipment.
- (g) Where the Lease stipulates that the tenant is to pay rates, taxes, assessments or other Outgoings, the Purchaser must not require the Vendor to pay Outgoings due and payable under the Lease prior to the date of the settlement and General Condition 18.4 is amended accordingly.
- (h) If on the date of settlement, any payment pursuant to the Lease ("Lease Payment") is in arrears:
 - (i) the Lease Payment is not to be adjusted at the date of settlement and the parties shall adjust the Lease Payment when it is received by either party;
 - (ii) the Lease Payment is not included in the sale and does not pass to the Purchaser at settlement;
 - (iii) the Vendor retains all rights to recover any Lease Payment in arrears from any tenant or enforce any lease guarantee or despite Section 141(1) of the Property Law Act 1958 (Victoria), the Vendor may take legal proceedings against the tenant or enforce any lease guarantee to recover the Lease Payment after the date of settlement;

if requested by the Vendor either before or after the date of settlement, the Purchaser must assign that Lease Payment to the Vendor in writing and must do everything required to perfect the assignment.

- (i) if despite the provisions of this Special Condition, the Purchaser acquires any rights under Section 141(2) of the Property Law Act 1958 (Victoria) to recover a Lease Payment referable to the period prior to the date of settlement, the Purchaser holds such rights for the benefit of the Vendor at the reasonable cost of the Vendor.
- (j) the Purchaser must take such action as may be reasonably required in writing by the Vendor in connection with the recovery of the Lease Payment that is in arrears.

- (k) Other than as provided in the Lease, the Purchaser acknowledges that neither the tenant or Vendor are required to make good the Property or any damage to the Property caused by the removal of the tenant's fixtures, fittings and chattels from the Property and the Purchaser will not object, Claim compensation, requisition or attempt to delay settlement or rescind this Contract on the basis of failure by the tenant or Vendor to make good.

13. Loss of deposit

Neither the Vendor nor the Vendor's Representatives are liable to the Purchaser under any circumstances for the loss of the Deposit or any interest, due to the negligence, default or insolvency of the Bank or any other third party and the parties forever release the Vendor's Representatives for any cost, Loss, liability, expense or damage arising in any way from or related to investment of the Deposit in good faith.

14. Stamp duty – more than one person

If there is more than one Purchaser, it is the Purchaser's sole responsibility to ensure that this Contract correct records as at the day of sale, the proportions in which they are buying the Property ("the proportions"):

Name.....%

Name.....%

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

The Purchasers shall fully indemnify the Vendor, the Vendor's Representatives or representative against any Claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in this Contract or any other matter whatsoever.

This Special Condition shall not merge on completion of this Contract.

15. Nomination

If this Contract states that the Property is sold to a named Purchaser "and/or nominee" or words to similar effect the named Purchaser shall only have the right for a period of not less than 14 days before the settlement date to nominate a substitute or additional Purchaser, but the named Purchaser and guarantors, shareholders and trustees of the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this Contract and it shall be a condition precedent to such nomination that:

- (a) The named Purchaser shall have the substituted Purchaser sign an acknowledgement receipt of a copy of the Vendor's Statement and provide the statement to the Vendor's Representative.
- (b) If the nominated Purchaser or one or more of them is an incorporated body, then the named Purchaser shall deliver a personal Guarantee in a form and with terms and conditions acceptable to the Vendor or to the Vendor's Representative signed by all the directors of the incorporated body.

The named Purchaser and the substituted Purchaser must execute all other documents required by the Vendor's Representative with respect to the nomination.

16. FIRB

The Purchaser warrants that one of the following apply:

- (a) the Purchaser:
 - (i) is not required to provide notice of the entering into of this Contract or the purchase of the Property to the Foreign Investment Review Board or any other relevant Authority; and
 - (ii) does not require any consent or approval under the Foreign Acquisitions and Takeovers Act 1975 (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
- (b) the Purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the Property by the Purchaser on the terms and conditions set out in this Contract.

17. Outgoings

The parties acknowledge and agree that all periodic Outgoings payable by the Vendor in respect of the Property include, without limitation, rates, land tax assessments and other Outgoings in respect of the Property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

The Purchaser must prepare and deliver a Statement of Adjustments of the Outgoings to the Vendor's Representative at least five (5) Business Days prior to the due date for Settlement. If Settlement does not occur on the date set out in the adjustments, the Purchaser will be required to readjust and deliver the Adjustments to the Vendor's Representatives with changes to the amounts.

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;
- (b) the Purchaser is liable for the periodic Outgoings and entitled to the rent and other income from the day after settlement;
- (c) any personal statutory benefit available to the Purchaser is disregarded in calculating apportionment; and
- (d) all Outgoings for the Property will be adjusted between the Vendor and the Purchaser on the basis that they have or will be paid by the Vendor.

Notwithstanding any other provisions of this Contract:

- (e) where land tax has been assessed but is not due at the settlement date the Purchaser agrees that the Vendor will not be obliged to pay the amount of the assessment until it is due and the Purchaser will proceed with settlement notwithstanding that the land tax assessed has not been paid by the Vendor.
- (f) the Purchaser will accept evidence of payment of the assessment which includes the Property as proof of the Vendor having discharged its obligation to pay land tax for the Property.
- (g) Subject to the Special Condition 17(d), the Vendor and the Purchaser agree that land tax must be adjusted on all of the land tax assessed (on an aggregate basis if applicable and if not on a single land holding basis), charged and levied on the

Vendor of the Property during which settlement occurs. For the avoidance of doubt, if land tax is assessed and payable by the Vendor on an aggregate basis, land tax will be adjusted on that basis. If land tax is assessed and payable by the Vendor on a single holding basis, land tax will be adjusted on that basis.

- (h) if, as a result of a breach of this Contract by the Purchaser, the Property remains registered in the name of the Vendor as at midnight on 31 December following the due date for settlement, land tax will be adjusted on the basis that the Purchaser pays all of the land tax assessed (proportional amount of land tax) charged and levied on the Vendor in respect of the Property after the due date for settlement.

18. Trust

If the Purchaser is buying the Property as trustee of a trust then the Purchaser:

- (a) must not do anything to prejudice any right of indemnity the Purchaser may have under the trust;
- (b) warrants that the Purchaser has power under the trust to enter into this Contract;
- (c) is personally liable under this Contract;
- (d) warrants that the Purchaser has a right of indemnity under the trust; and
- (e) must not allow the variation of the trust or the advance or distribution of capital of the trust or resettlement of any Property belonging to the trust.

19. Default Expenses

- (a) If the Purchaser defaults in complying with any of its obligations as set out in this Contract, the Purchaser must pay in addition to any other moneys payable to the Vendor, any legal costs on a solicitor own client basis incurred by the Vendor as a result of any such default by the Purchaser.
- (b) The Purchaser must pay the Vendor all costs, Loss and expenses incurred by the Vendor due to any breach of this Contract by the Purchaser.
- (c) The Purchaser agrees that the reasonable foreseeable Loss the Vendor may suffer due to the Purchaser's breach of this Contract may include, without limitation, interest payable by the Vendor in relation to the loans secured on the Property for the period from the date of the balance is payable under this Contract to the date the balance is paid, interest incurred on bridging finance (if required), obtained by the Vendor for the same period to cover the Vendor's intended use of the price and the costs of that bridging finance and, if the Vendor is usually accommodated in the Land, accommodation costs incurred by the Vendor and the cost of storing the Vendor's Property usually kept in the Land.

20. Insolvency Event Deemed Default

- (a) If an Insolvency Event, death or disability occurs in respect of the Purchaser, the Purchaser is deemed to have fundamentally breached a term of this Contract at the time that the Insolvency Event, death or disability occurs and the Vendor or Vendor may terminate this Contract at any time after, by notice in writing to the Purchaser.
- (b) An Insolvency Event, death or disability in respect of the Vendor, does not constitute a breach of this Contract by the Vendor.

21. GST

- (a) **GST definitions**

In this Special Condition 21:

- (i) Consideration means price and any other amount payable for a supply under this Contract;
- (ii) GST includes any replacement or subsequent similar tax;
- (iii) GST Act means a New Tax System (Goods and Services Tax) Act 1999 (Cth) and all other legislation in relation to the GST;
- (iv) GST Rate means the rate of GST imposed under the GST Act;
- (v) New Tax means any form of consumption tax, levy, goods and services tax or other tax or levy of any kind, whether imposed at federal, state or local level imposed after the Day of Sale;
- (vi) Supply of a Going Concern has the meaning given to that term in the GST Act;
- (vii) Tax Invoice includes any document or record treated by the Commissioner of Taxation as enabling the claiming of an input tax credit for which an entitlement otherwise arises; and
- (viii) Taxable Supply has the meaning given to that term in the GST Act.
- (ix) Terms defined in the GST Act have the same meaning as in this Special Condition unless provided otherwise.

(b) **Amount Exclusive of GST**

Unless otherwise expressly stated, all Consideration to be provided under this Contract of Sale is exclusive of GST.

(c) **GST Pass-on**

Despite any other provision in this Contract, if GST is payable on any Taxable Supply under this Contract of Sale, the recipient must pay to the supplier an amount in respect of GST in addition to the Consideration.

(d) **Time for Payment**

The recipient must pay the amount referred to in Special Condition 21(c) in addition to and at the same time as payment for the Taxable Supply is required to be made under this Contract.

(e) **Tax Invoice**

If a Taxable Supply is made or varied under this Contract in respect to which GST is payable, the supplier must provide the recipient of the supply a valid Tax Invoice as the case may be at or before the time of payment or variation.

(f) **New and additional taxes after the Day of Sale**

If at the time the settlement date (or when the balance is paid, whichever the later), the Vendor is liable to remit or pay, on account of GST, or any New Tax, more than it would have been liable to remit or pay had the full price been payable on the date of this Contract, then the price will be increased by that amount and the balance will be adjusted accordingly.

(g) **Going Concern**

If the Particulars of Sale specify that the supply made under this Contract is Supply of a Going Concern then the following shall apply:

- (i) Subject to Special Conditions 21(g)(i) to (v) the Purchaser and Vendor agree that this Contract is for the Supply of a Going Concern.
- (ii) The Purchaser has concluded that the supply made under this Contract is a Supply of a Going Concern.
- (iii) The Vendor provides no warranty that the supply made under this Contract will constitute the Supply of a Going Concern.
- (iv) The Purchaser warrants that it is, and will be at settlement, registered for GST within the meaning of the GST Act.
- (v) If after the date of this Contract the Vendor, acting reasonably, determines for any reason that the supply made under this Contract does not constitute the Supply of a Going Concern or that only part of the supply constitutes a Supply of a Going Concern and that GST is payable in respect of a Taxable Supply under this Contract, then this Special Condition of this Contract shall apply and the Purchaser must pay to the Vendor an amount equal to the GST and any interest and/or penalties that the Vendor is required to pay to the Australian Taxation Office in respect of the Taxable Supply. In such a case the Vendor must notify the Purchaser in writing that the Vendor is required to pay the Australian Taxation Office specifying the GST and any interest and/or penalties payable in respect of the Taxable Supply and the Purchaser must forthwith pay to the Vendor the amount of any GST and any interest and/or penalties as notified to it within 14 days after receipt of the Vendor's notice. This Special Condition does not merge on completion of this Contract nor registration of the Transfer of Land.

22. Whole Agreement

The covenant provisions terms and agreements contained in this Contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants agreements provisions or terms will be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other or their agent or representative on or before the execution of this Contract and the existence of such implication or collateral or other agreement is hereby expressly negated.

23. Severability

If any part of this Contract is or becomes void or unenforceable or is illegal then that part shall if possible be read down and construed as far as is necessary to be legal and enforceable or (if such is impossible) shall be severed from this Contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance. So far as may be legally permissible the provisions of any Act (Federal or State present or future) shall not apply to this Contract so as to abrogate extinguish impair diminish fetter delay or otherwise detrimentally affect any rights remedies or powers of the Vendor.

24. Reading Down

The conditions of this Contract shall be so construed as not to infringe the provisions of any Act whether State or Federal but if any such condition on its true interpretation does infringe any such provision or is otherwise void or unenforceable that condition shall be read down to such extent as may be necessary to ensure that it does not so infringe and as may be reasonable in all circumstances so as to give it a valid operation and in the event that the

infringing condition cannot be so read down it shall be deemed to be void and severable and the remaining of this Contract shall have full force and effect.

25. Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or future exercise of it or in the exercise of any other power or right. A power or right may only be waived in writing and signing by the party to be bound by the waiver.

26. Contra Proferentem

In interpreting this Contract, no rules of construction shall apply to the disadvantage of the Vendor on the basis that the Vendor prepared the Contract or any part thereof.

Auction Rules (Only applicable if the property is sold at Auction)

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND - SCHEDULE 5 Regulation 6

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

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

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

Copies of the rules Sch. 5

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

Questions

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

Forbidden activities at auctions

The law forbids any of the following:

- any person bidding for a vendor other than:
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.
- Substantial penalties apply to any person who does any of the things in this list.

Who made the bid? Sch. 5

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

It is an offence to disrupt an auction

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

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

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

What law applies

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

Annexure B – Guarantee and Indemnity

Guarantee for Directors

To: The Vendor

1. Guarantor's acknowledgement

The Guarantor acknowledges that:

- (a) the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request;
- (b) if the Guarantor executes this Guarantee after the Vendor, the Guarantor gives this Guarantee for valuable consideration provided by the Vendor; and
- (c) before the Guarantor executed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

2. Meaning of the words

The meanings of the terms used in this document are set out below:

"Contract" means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

"Guarantee" means this deed of guarantee and indemnity;

"Guaranteed Money" means the whole of the price, interest and other money payable under the Contract;

"Guarantor" means the Guarantor named in the Schedule;

"Guarantor's Obligations" means the obligations of the Guarantor under this Guarantee;

"Purchaser" means the person named as the purchaser in the Contract;

"Purchaser's Obligations" means the obligations of the Purchaser to:

- (a) pay the Guaranteed Money; and
- (b) comply with all the Purchaser's other obligations to the Vendor under the Contract;

"Vendor" means the person named as the vendor in the Contract.

3. Guarantee

- (a) The Guarantor guarantees to the Vendor:
 - (i) payment of the Guaranteed Money when it is due;
 - (ii) compliance with all the Purchaser's Obligations;
 - (iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default; and
 - (iv) if the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.

- (b) If the Purchaser fails to comply with any of the Guaranteed Obligations, the Guarantor:
 - (i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and
 - (ii) will pay an amount equal to the loss, damage, costs or expenses to the Vendor on demand.

4. Indemnity

- (a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:
 - (i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason including, but not limited to, the Purchaser lacking capacity or power to enter into the Contract, dying or becoming insolvent, or being affected by any other legal limitation, disability or incapacity;
 - (ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 4(a)(i);
 - (iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;
 - (iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or
 - (v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in clause 3.
- (b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this clause 4.
- (c) The Guarantor's Obligations under the indemnity in this clause 4 are separate and independent from the Guarantor's Obligations under the guarantee in clause 3.

5. Guarantee is continuing and irrevocable

This Guarantee is a continuing security and is irrevocable until discharged according to its terms.

6. Principal obligations

- (a) The Guarantor's Obligations are principal obligations.
- (b) The Vendor need not, before enforcing the Guarantor's Obligations:
 - (i) make a demand on the Purchaser;
 - (ii) exercise any rights the Vendor has against the Purchaser; or
 - (iii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

7. Guarantor's obligations are unconditional

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

- (a) the Vendor, whether with or without the Guarantor's consent or knowledge:
 - (i) gives the Purchaser extra time to pay any of the Guaranteed Money or to perform any of the Purchaser's Obligations;
 - (ii) grants the Purchaser any other indulgence;
 - (iii) makes a revision agreement, composition, compromise or arrangement with the Purchaser or any other person; or
 - (iv) waives an obligation of the Purchaser or another Guarantor;
- (b) the Purchaser or another Guarantor dies or becomes insolvent;
- (c) there is a variation of the Contract or any contract substituted for it;
- (d) the Purchaser nominates a substitute or additional purchaser under the Contract;
- (e) the Vendor receives a payment which the Vendor does not have a legal right to retain;
- (f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or
- (g) the Vendor releases, exchanges, renews, modifies, varies or deals in any other way with any judgment, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

8. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may:

- (a) give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations; or
- (b) restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

9. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

10. If Purchaser enters a composition or arrangement

- (a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:
 - (i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;

- (ii) the Purchaser is an individual and is bankrupt; or
- (iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the Corporations Act 2001, or it is placed under any form of external management under that Act.

(b) The Guarantor authorises the Vendor to:

- (i) prove for all money the Purchaser owes the Guarantor; and
- (ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received 100 cents in the dollar for the money the Purchaser owes the Vendor.

11. Guarantor to pay Vendor's costs and stamp duty

The Guarantor will pay on demand:

- (a) the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to preparing, executing, stamping and enforcing this Guarantee; and
- (b) any stamp duty payable on this Guarantee.

12. Notices

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

13. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

- (a) does not sign it;
- (b) is not or ceases to be bound by it; or
- (c) has no power to sign it.

14. Assignment

- (a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.
- (b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

15. Interpreting this Guarantee

In this Guarantee:

- (a) unless the context requires a different interpretation:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a promise or agreement by two or more persons binds each of them individually and all of them together;
 - (iii) reference to a person includes a body corporate;

- (iv) reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and
- (b) headings are only for convenience and do not affect interpretation.

Schedule

Vendor: As Detailed Above
Purchaser: As Detailed Above
Guarantor/s: Director/s of Purchaser Company

IN WITNESS whereof the said Guarantor/s have set their hands and seals
this day of

Signed Sealed and Delivered

by
in the presence of:
Signature of Director

.....
Signature of Witness

.....
Name of witness (print)

Signed Sealed and Delivered

by
in the presence of:
Signature of Director

.....
Signature of Witness

.....
Name of witness (print)

50 Elliot Street Mordialloc VIC 3195

(Property)

VENDOR STATEMENT

Vendor: Janet Barbara Wells & Craig Andrew Wells

Firm Name: Property Legal Pty Ltd t/a LAF Conveyancing

Address: 14 St Kilda Road, St Kilda, VIC, 3182

DX:

Tel: 0480 090 398

Fax:

Email: tim@lafconveyancing.com.au

Ref: VIC:TV:194

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: 50 Elliot Street Mordialloc VIC 3195

Vendor: Janet Barbara Wells

DocuSigned by:

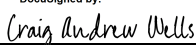
2A2B3F0B4BA7456

Vendor's signature

24/8/2021

Date

Vendor: Craig Andrew Wells

DocuSigned by:

2A2B3F0B4BA7456

Vendor's signature

24/8/2021

Date

Purchaser:

Purchaser's signature

Date

Purchaser:

Purchaser's signature

Date

1. FINANCIAL

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

☒ Are contained in the attached certificate(s).

☐ Their total does not exceed: \$ _____

☐ Their amounts are:

Authority	Amount	Interest (if any)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

☒ Nil, so far as the vendor(s) are aware.

☐ As attached

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:-

☒ Not applicable.

☐ As attached

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.

☐ _____ is attached.

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.

☐ _____ is attached.

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.

☐ Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

- ☐ Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: _____

Type of policy: _____

Policy number: _____

Expiry Date: _____

Amount insured: _____

2.2 Owner-Builder

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

☒ Not applicable.

☐ Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

☐ Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company: _____

Policy number: _____

Expiry date: _____

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s.

☐ Is as follows:

☐ Not applicable.

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

☐ In the attached copies of title document/s.

☐ As follows:

☒ Not applicable.

3.2 Road Access

There is:

☒ access to the property by road

☐ NO access to the property by road

3.3 Designated Bushfire Prone Area

The land:

- ☒ Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993
- ☐ IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

3.4 Planning Scheme

- ☒ Attached is a certificate with the required specified information.
- ☐ The Planning Scheme information required to be provided is as follows:

Name of planning scheme:

Name of responsible authority:

Zoning of the land:

Name of planning overlay:

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.
- ☐ Are contained in the attached certificates and/or statements.
- ☐ Are as follows:

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.
- ☐ Are contained in the attached certificates and/or statements.
- ☐ Are as follows:

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.
 - ☐ Are contained in the attached certificates and/or statements.
 - ☐ Are as follows:
-

5. BUILDING PERMITS

5.1 **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.
 - ☐ Are contained in the attached certificates and/or statements.
 - ☐ Are as follows:
-

6. OWNERS CORPORATION

6.1 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.
- ☐ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.
- ☐ Attached is the information prescribed for the purposes of section 151(4)(a) of the Owner Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.
- ☐ The owners corporation is INACTIVE

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

- ☒ GAIC (and Section 7) is NOT applicable on the sale of this property.
- ☐ GAIC (and Section 7) IS applicable on the sale of this property. Words and expressions in this section 7 have the same meaning as in Part 9B of the Planning and Environment Act 1987.

7.1 Work-in-Kind Agreement

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

- (a) ☐ The land is NOT to be transferred under the agreement
 - ☐ The land IS to be transferred under the agreement
- (b) ☐ The land is NOT land on which the works are to be carried out under the agreement (other than Crown Land)
 - ☐ The land IS land on which the works are to be carried out under the agreement (other than Crown Land)
- (c) ☐ The land is NOT land in respect of which a GAIC is imposed
 - ☐ The land IS land in respect of which a GAIC is imposed

7.2 GAIC Recording

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

Any of the following certificates or notices must be attached if there is a GAIC recording. The boxes marked with an "✓" indicate that such a certificate or notice that is attached:

- ☐ Any certificate of release from liability to pay a GAIC
- ☐ Any certificate of deferral of the liability to pay the whole or part of a GAIC
- ☐ Any certificate of exemption from liability to pay a GAIC
- ☐ Any certificate of staged payment approval
- ☐ Any certificate of no GAIC liability
- ☐ Any notice providing evidence of the grant of a reduction of the whole part of the liability for a GAIC or an exemption from that liability
- ☐ A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2(a) to (f) above

8. SERVICES

8.1 The services which are marked with an "✓" in the box below are **NOT connected to the land**:

- ☐ Electricity supply
- ☐ Gas supply
- ☐ Water supply
- ☐ Sewerage
- ☐ Telephone services

9. TITLE

9.1 Attached are copies of the following **title documents**:

- ☒ 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.
- ☐ General Law Title. The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.
- ☐ Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

- ☒ This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.
- ☐ This sale IS affected by a subdivision and therefore Section 10 applies as follows:-

10.1 Unregistered Subdivision

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

- ☐ Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
- ☐ Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

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.

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

-
- ☐ The proposals relating to subsequent stages that are known to the vendor are:
 - ☐ attached.
 - ☐ as follows:

-
- ☐ The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
 - ☐ attached.
 - ☐ as follows:
-

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.

- ☐ Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- ☐ Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. DISCLOSURE OF ENERGY INFORMATION

- ☒ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.
- ☐ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but IS included in this Vendor Statement for convenience.

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure 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 2000m²; (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.
 - ☐ Are contained in the attached building energy efficiency certificate.
 - ☐ Are as follows:
-

12. DUE DILIGENCE CHECKLIST

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

- ☒ Is attached.
- ☐ Is not attached.

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.

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

Page 1 of 1

VOLUME 08352 FOLIO 350

Security no : 124091987665L
Produced 23/08/2021 09:50 AM

LAND DESCRIPTION

Lot 185 on Plan of Subdivision 011012.
PARENT TITLE Volume 08259 Folio 368
Created by instrument B123267 15/12/1960

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
CRAIG ANDREW WELLS
JANET BARBARA WELLS both of 48 ELLIOTT ST MORDIALLOC 3195
X619868A 24/07/2001

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE X619869W 24/07/2001
COMMONWEALTH BANK OF AUSTRALIA

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 LP011012 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 50 ELLIOT STREET MORDIALLOC VIC 3195

ADMINISTRATIVE NOTICES

NIL

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

DOCUMENT END

VOL. 2583 FOL. 474

PLAN OF SUBDIVISION OF
PART OF CROWN ALLOTMENT 1
SECTION 23

PARISH OF MORDIALLOC
COUNTY OF BOURKE

ENCUMBRANCES
AS TO THE LAND MARKED E-2
THE CARRIAGEWAY EASEMENT
CREATED BY TR.No. 2146502

LP 11012
EDITION 8

PLAN MAY BE LODGED 11-9-1925

5 SHEETS
SHEET 1

COLOUR CODE

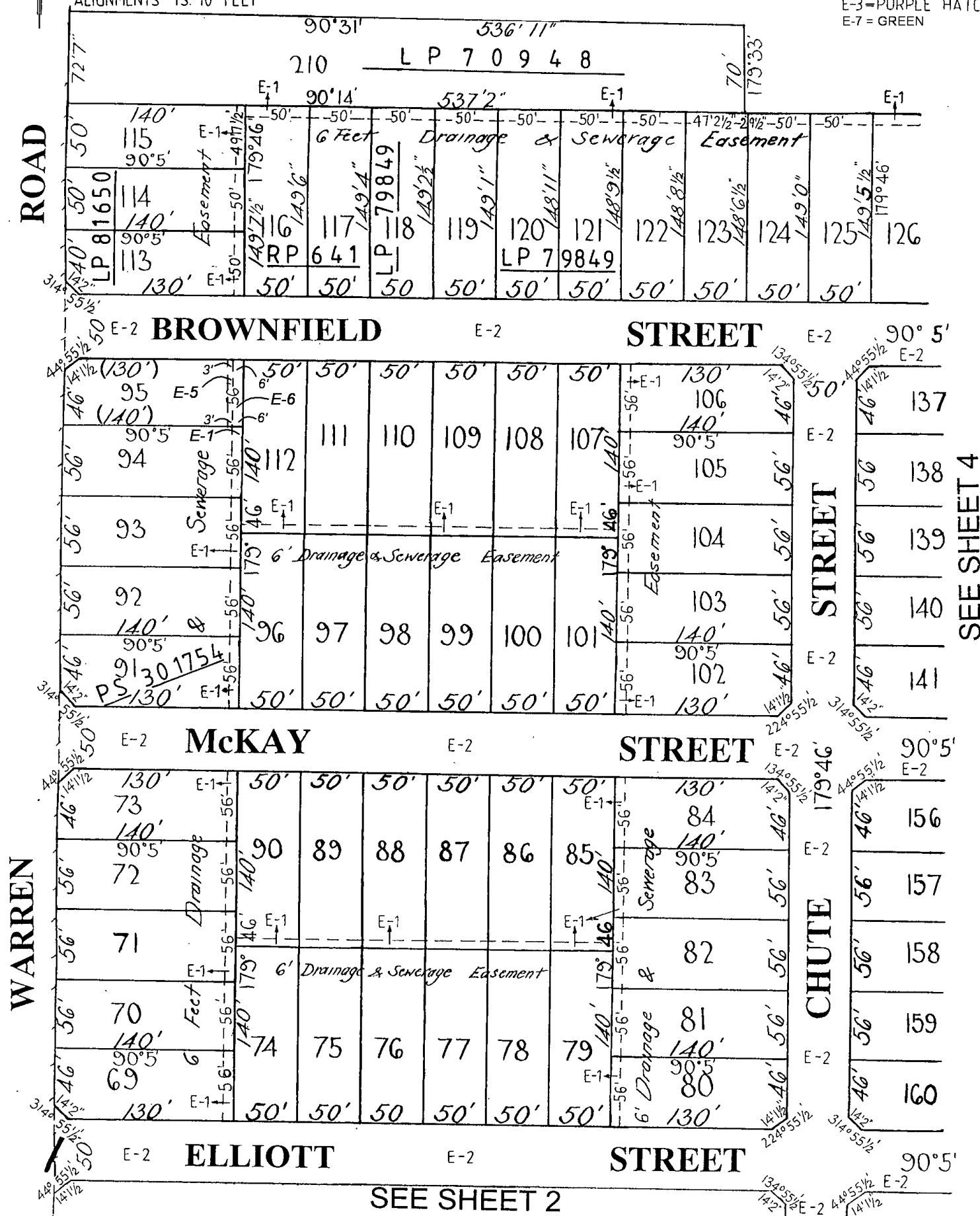
E-1 & E-6 = BLUE
E-2=BROWN
E-3=PURPLE HATCHED
E-7 = GREEN

Measurements are in Feet & Inches

Conversion Factor

FEET X 0.3048 = METRES

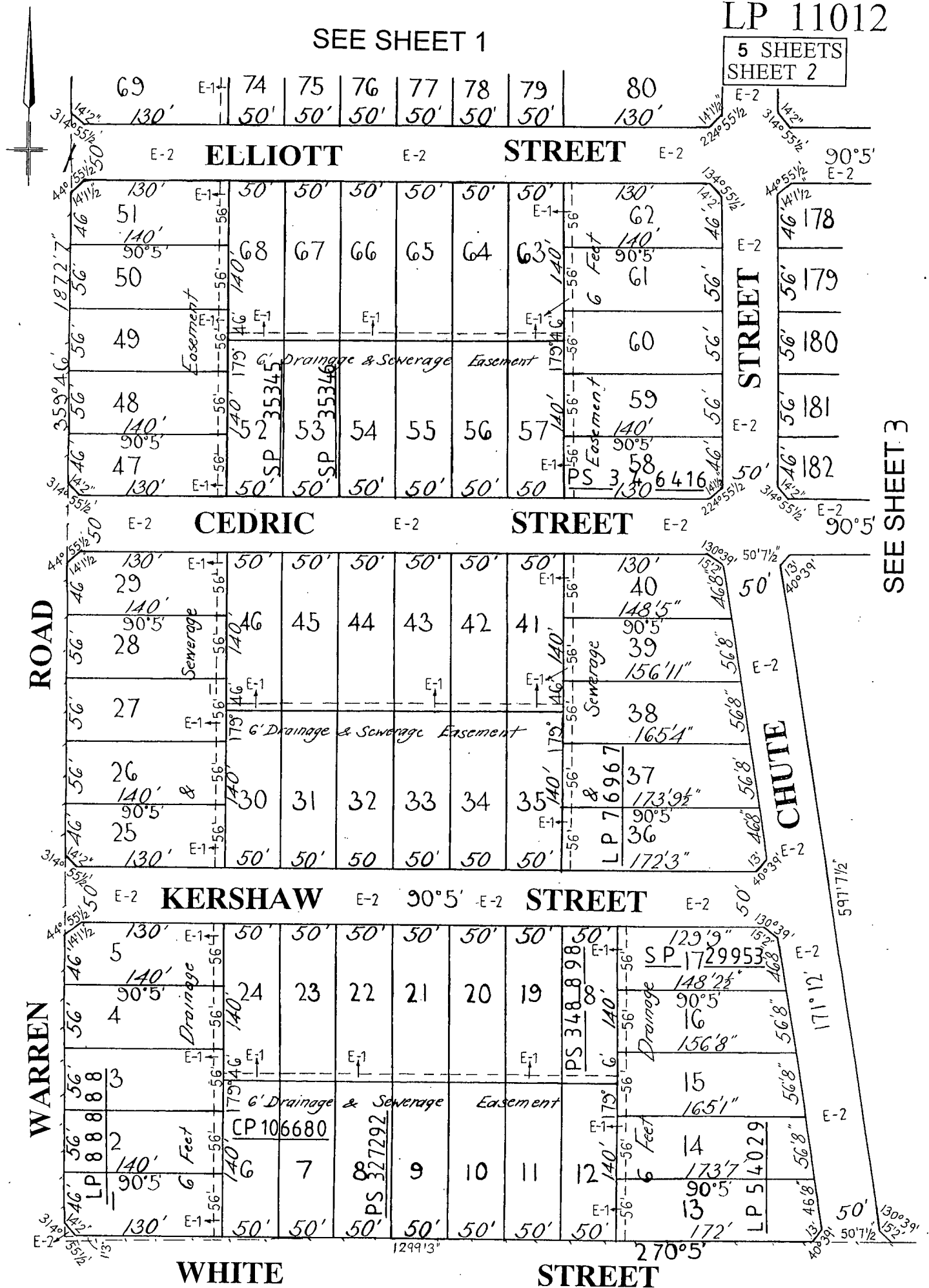
THE DISTANCE FROM ALL
SPRAY CORNERS TO THE
INTERSECTION OF THE STREET
ALIGNMENTS IS 10 FEET



SEE SHEET 1

LP 11012

5 SHEETS
SHEET 2

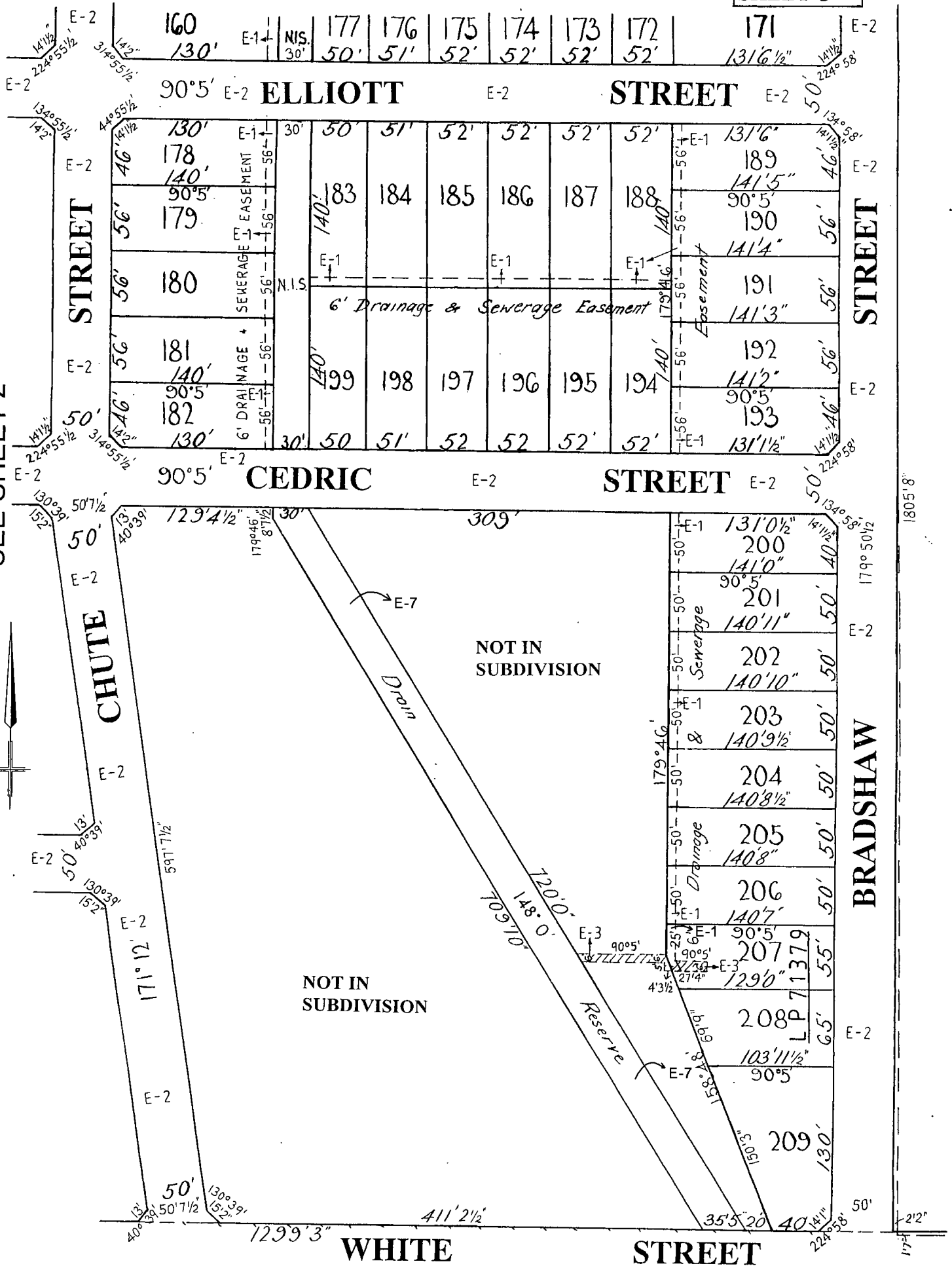


LP 11012

SEE SHEET 4

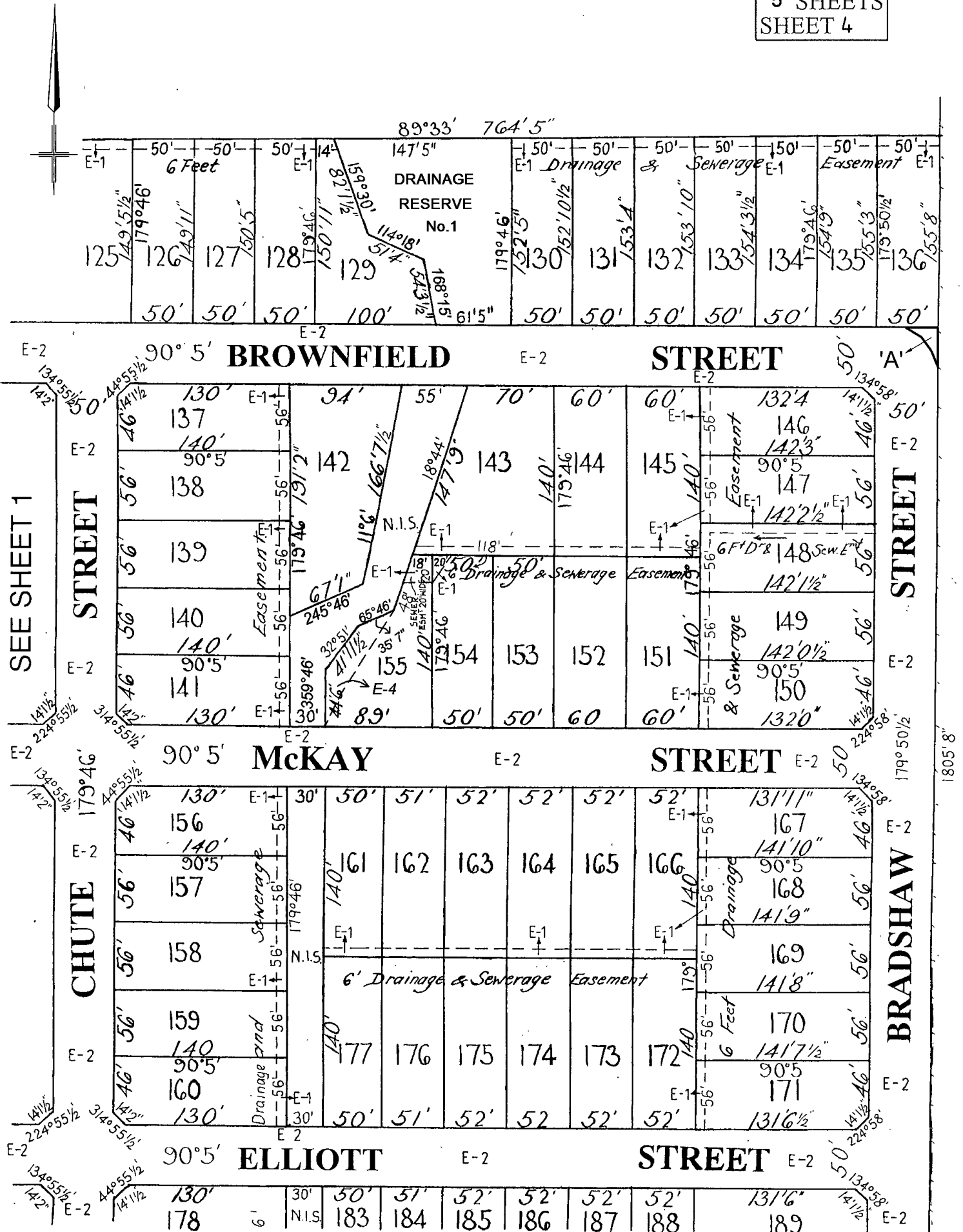
5 SHEETS
SHEET 3

SEE SHEET 2



LP 11012

5 SHEETS
SHEET 4










MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

LP11012

LAND	PARCEL ID	MODIFICATION	DEALING REFERENCE	DATE AND TIME		NEW EDITION NUMBER	SIGNATURE OF ASSISTANT REGISTRAR OF TITLES
				DATE	TIME		
207 to 209		REMOVAL OF EASEMENT	AP 619 SEC 73			2	
207		SUBSTITUTION OF EASEMENT	AP 619 SEC 73			2	
		CHANGE OF ROAD NAME	CORRES 28/19643 29/21703 CORRES 63/15067			2	
RESERVE No 1 & No 2		VESTING	LCD 997			2	
		RESERVE EXCISED	LCD 997			2	
LOT 18		SUBDIVISION	PS 348898			3	
LOT 58		SUBDIVISION	PS 346416			4	
		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.					
LOT 155	E-4	CREATION OF EASEMENT	B107632			5	AD
LOT 95	E-5 & E-6	CREATION OF EASEMENT	B643406			5	AD
DRAIN RESERVE	E-7	IDENTIFIER ADDED				5	AD
N.I.S.	RESERVE No.1	RECTIFICATION	AJ684206L			6	REN
ROADS	E-2	CREATION OF EASEMENT	TR.No. 2146502			7	AD

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

LP11012

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.

[illegible]

Land Information Certificate

Local Government Act 1989 – Section 229
Local Government (General) Regulations 2004



City of
KINGSTON

Landata
Dept of Environment, Land, Water and Planning
570 Bourke St
MELBOURNE VIC 3000

Date of Issue:	23 August 2021
Assessment No:	163651 1
Property Location:	50 Elliot Street, MORDIALLOC VIC 3195
Parcel Details:	Lot 185 LP11012
Certificate No:	116947
Certificate Expiry Date:	21 November 2021
Applicants Reference:	53036916-013-3:43500

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

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

Operative Date of Valuation: 01 July 2021	Site Value:	880,000
Relevant Date of Valuation: 01 Jan 2021	Capital Improved Value:	1,000,000
	Net Annual Value:	50,000

Council uses Capital Improved Value to determine the value of property for rating purposes

RATES AND CHARGES 1st July 2021 to 30th June 2022

Arrears

Arrears - Brought Forward 01/07/2021	\$0.00
Legal Fees Brought Forward 01/07/2021	\$0.00

Current Rate

General Rates	\$1,951.90
Fire Services Property Levy	\$173.00
Municipal Charge	\$100.00
Waste Management	\$270.00
	\$
	\$
Legal Costs/Charges	\$0.00
Interest on Arrears	\$0.00
Interest on Current Rates	\$0.00

Payments \$0.00

Property Debts \$0.00 (Fire Hazard / Property Clearance)

OUTSTANDING **\$2,494.90**

Any outstanding balance may be subject to legal action. Please contact this office prior to settlement.

Assessment No.	163651/1
Certificate No.	116947
Certificate Expiry Date	21 November 2021

ADDITIONAL INFORMATION

Please Note: All Notices of Acquisition lodged **must have the Date of Birth and correct future mailing address of the purchaser**. If this information is not provided, the Notice of Acquisition may be returned.

I acknowledge having received the sum of \$27.40.

Please note:

- i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 21 November 2021.
- ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.
- iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum, and may also incur legal costs if recovery action has commenced.
- iv. Due Date for payment:
 - In full 15 February 2022.
 - Four instalments: 30 September 2021, 30 November 2021, 28 February 2022, 31 May 2022.

Important Information Regarding Settlements via PEXA

Please note, Council is not advised through the PEXA system of any settlements which occur. You are required to forward a Notice of Acquisition to Council directly for all PEXA settlements.



Biller Code: 8938

Ref: 1636511

Adam Black

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

PROPERTY CONDITIONS / INFORMATION:

LAND INFORMATION CERTIFICATE

Property Condition Attachment

AMPS - Moorabbin Airport Overlay

Please note that this property is affected by Councils Moorabbin Airport Environs Policy. A copy of the policy is attached to this certificate for your perusal. Enquiries should be directed to: Manager Strategic Planning on 9581 4789, if further information is required

22.05
19/01/2006
VC37

MOORABBIN AIRPORT ENVIRONS POLICY

This policy applies to all land shown on the local policy map which forms part of this clause (excluding land affected by an Airport Environs Overlay control).

22.05-1

Policy basis

19/01/2006
VC37

The Municipal Strategic Statement recognises the significant role played by the Moorabbin Airport in the local and regional economy and in the state's transport infrastructure. This policy is based on the principles of the Airport Environs Overlay and has arisen from the need to ensure that the use and development of land around the Moorabbin Airport is sensitive to the long term operation of the airport. The Council, in conjunction with the Commonwealth Department of Transport and Regional Services, the operators of Moorabbin Airport and the State Government will develop a set of agreed principles to apply to referral of applications.

22.05-2

Objectives

19/01/2006
VC37

- To identify areas which are or will be subject to high levels of aircraft noise, including areas where the use of land for uses sensitive to aircraft noise will need to be restricted.
- To ensure that the use and development of land within the policy area is compatible with the operation of airports in respect to the impact of aircraft noise on sensitive uses, and is consistent with any approved Australian Noise Exposure Forecast (ANEF) as contained in the appropriate airport strategy or master plan for the airport.
- To assist in shielding people from the impact of aircraft noise by requiring appropriate noise attenuation measures in new dwellings and other noise sensitive buildings.
- To limit the number of people residing in the area or likely to be subject to significant levels of aircraft noise.

22.05-3

Policy

19/01/2006
VC37

It is policy that:

Use of land

- Consideration be given to the potential impacts of aircraft noise in the assessment of the following uses:

Accommodation	Office
Art & craft centre	Place of assembly
Child care centre	Research & development centre
Display home	Research centre
Education centre	Restricted recreation facility

Hospital

Tavern

Hotel

- When considering applications for any of the above uses, the responsible authority:
 - Take into account the present and future airport operations in accordance with the approved Australian Noise Exposure Forecast for Moorabbin Airport (approval date 16/04/98).
 - Consider the views of the Commonwealth Department of Transport and Regional Services, unless in the opinion of the responsible authority the proposal satisfies requirements or conditions previously agreed in writing between the responsible authority and the Commonwealth Department of Transport and Regional Services.

Subdivision of land

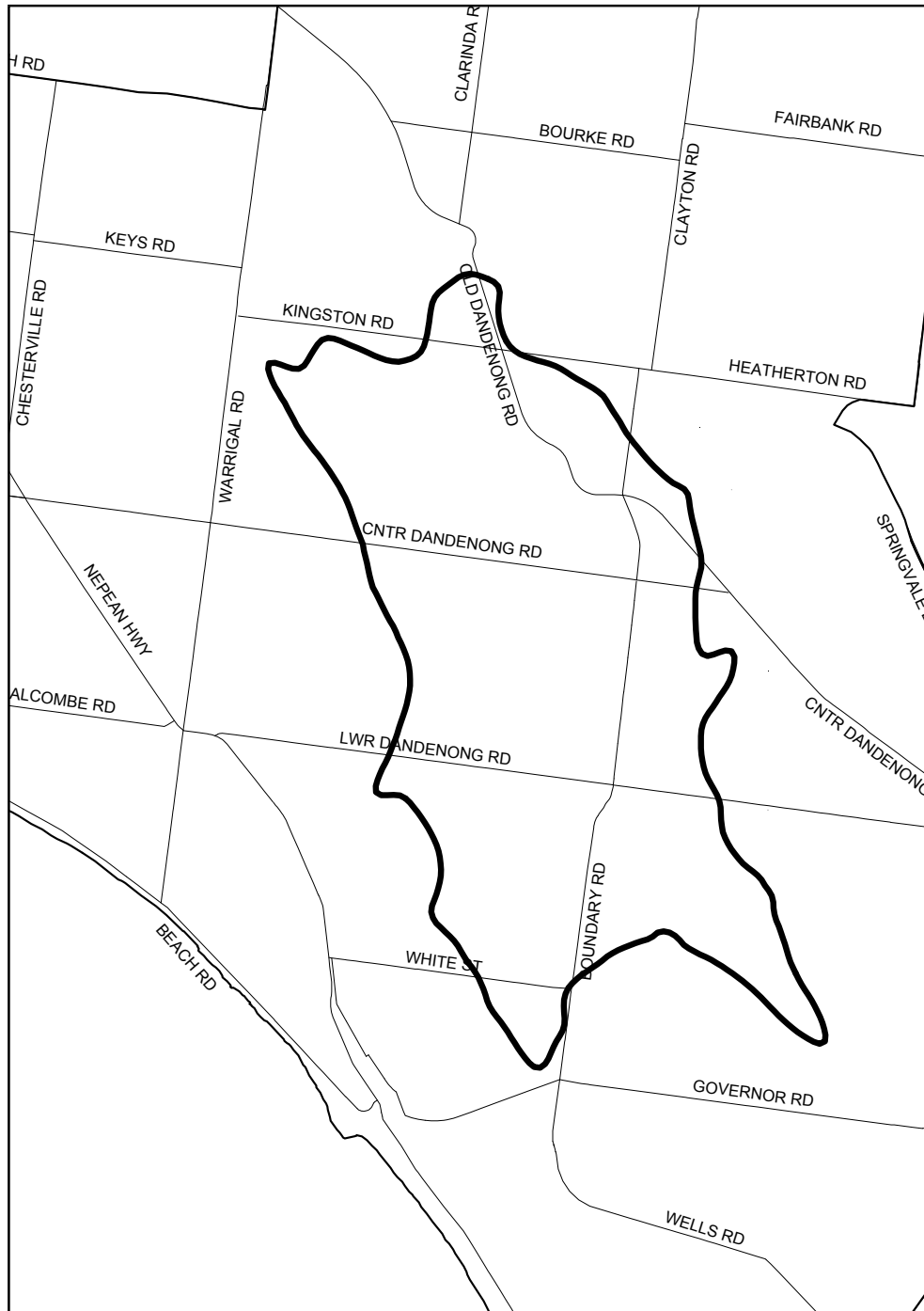
- When considering applications for subdivision of land, the responsible authority:
 - Take into account the present and future airport operations in accordance with the approved Australian Noise Exposure Forecast for Moorabbin Airport (approval date 16/04/98).
 - Consider the views of the Commonwealth Department of Transport and Regional Services, unless in the opinion of the responsible authority the proposal satisfies requirements or conditions previously agreed in writing between the responsible authority and the Commonwealth Department of Transport and Regional Services.

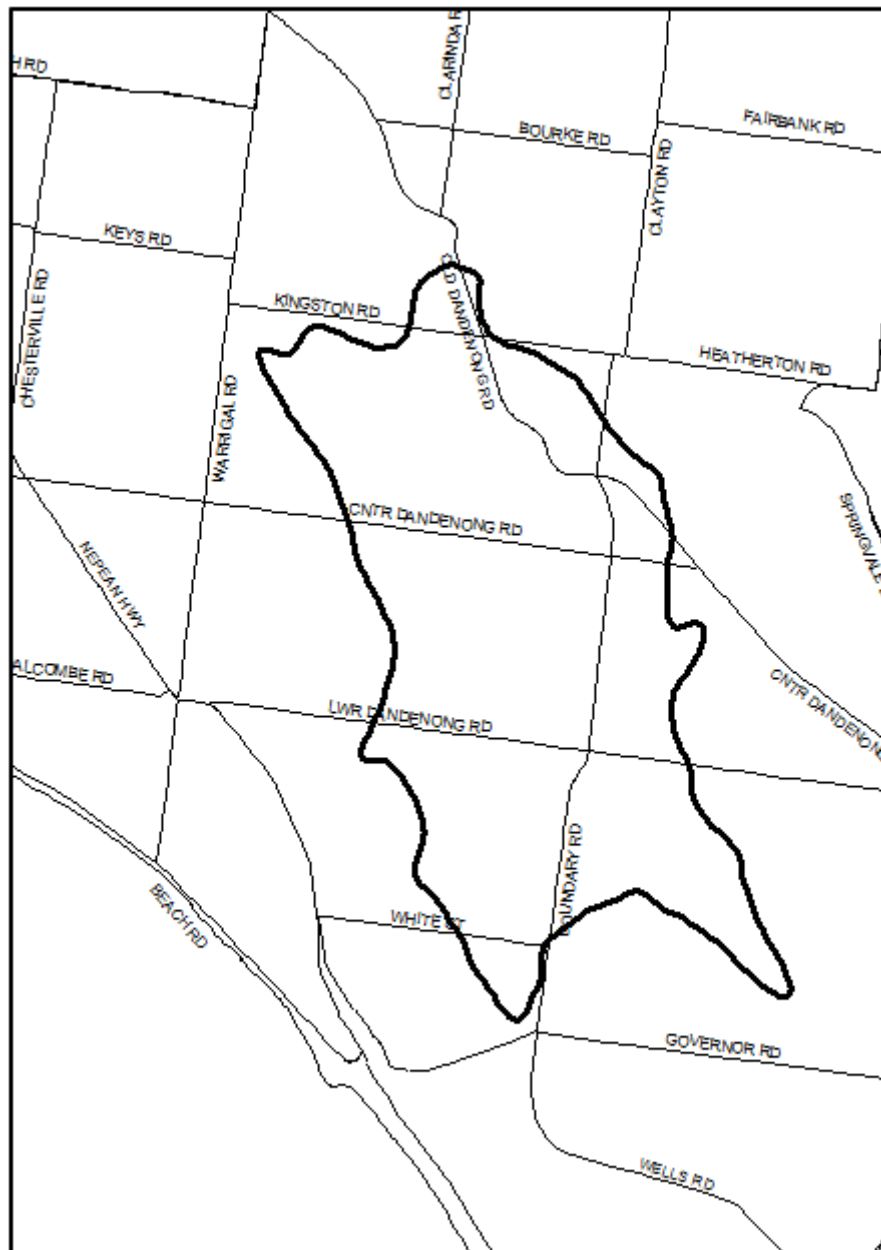
New buildings

- New buildings be constructed so as to comply with any noise attenuation measures required by Section 3 of Australian Standard AS 2021 - 1994, Acoustics - Aircraft Noise Intrusion - Building Siting and Construction, issued by the Standards Association of Australia, to the satisfaction of the responsible authority.

Note: This policy does not apply to modifications to a dwelling that was in existence at the approval date of this scheme.

Map 1: Moorabbin Airport Environs.





LAF Conveyancing C/- InfoTrack
(ActionStep)
E-mail: certificates@landata.vic.gov.au

Statement for property:
50 ELLIOT STREET MORDIALLOC
3195
185

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
46D//08606/50	LANDATA CER 53036916-026-3	23 AUGUST 2021	39639153

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2021 to 30/06/2022	\$80.20
Melbourne Water Corporation Total Service Charges	01/07/2021 to 30/09/2021	\$26.39

(b) By South East Water

Water Service Charge	01/07/2021 to 30/09/2021	\$23.28
Sewerage Service Charge	01/07/2021 to 30/09/2021	\$91.12
Subtotal Service Charges		\$220.99
Usage Charges*	Billed until 13/8/2021	\$73.55
Payments		\$0.04
TOTAL UNPAID BALANCE		\$294.50

- The meter at the property was last read on 13/08/2021. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$0.85 per day
Sewage Disposal Charge	\$0.21 per day

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

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

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

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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

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

2. Encumbrance Summary

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

Consent has previously been given for an owner of the property to erect a structure over the asset and/or easement or within 1.0 metre of the asset.

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

AUTHORISED OFFICER:

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

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain /open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL 4.3 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

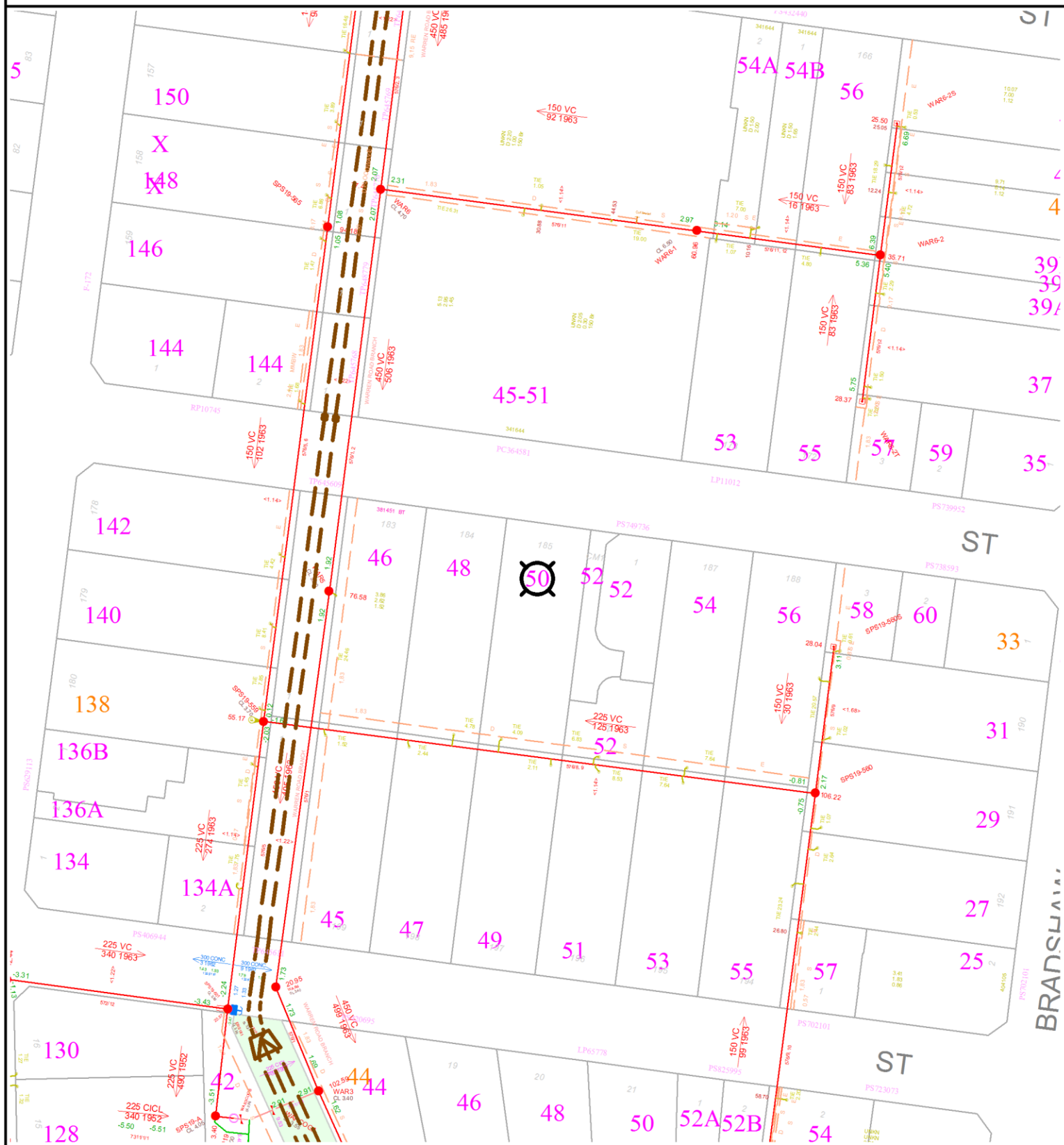
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:
















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

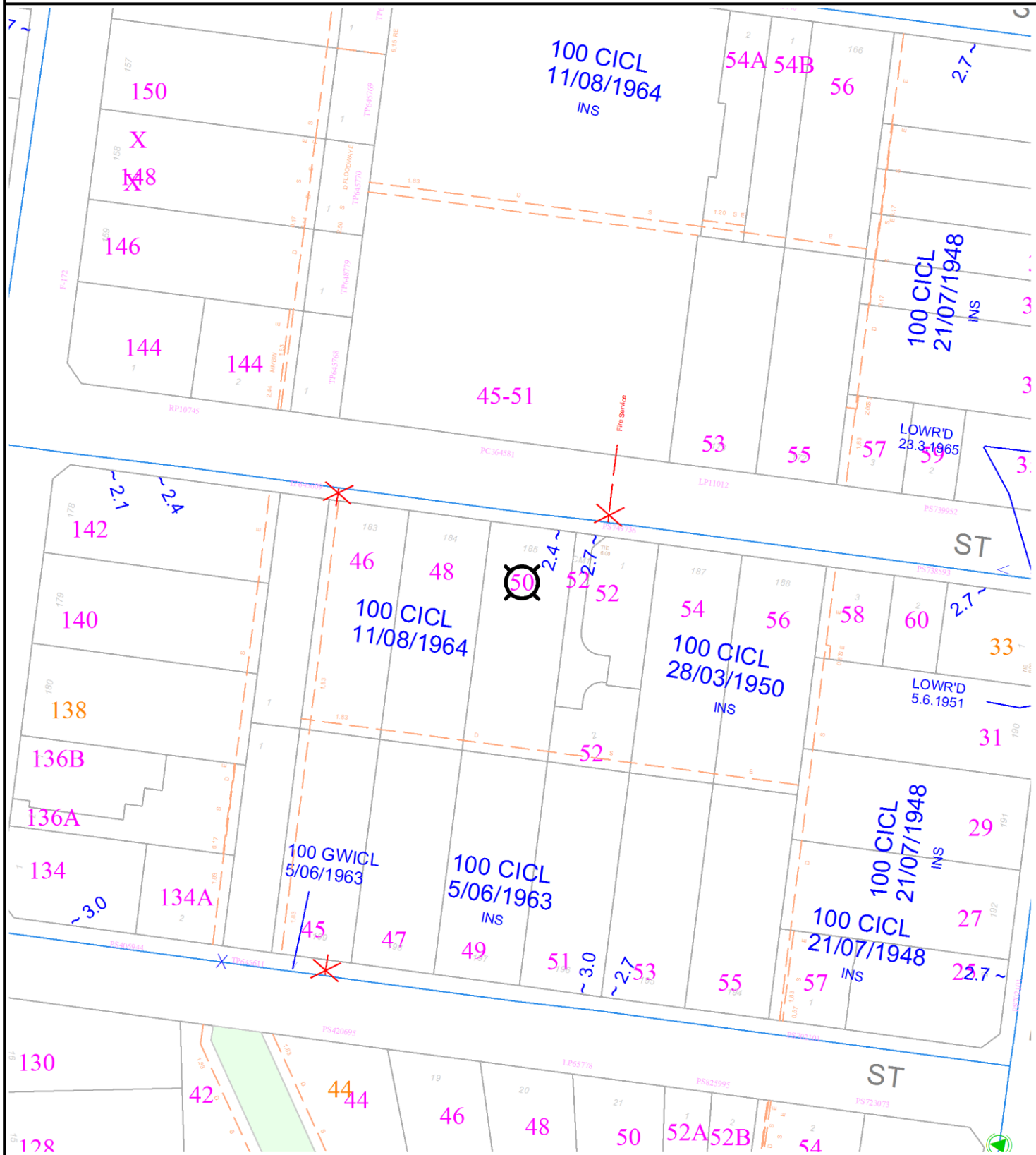
MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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



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

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



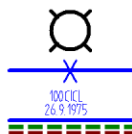
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LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property

Water Main Valve

Water Main & Services



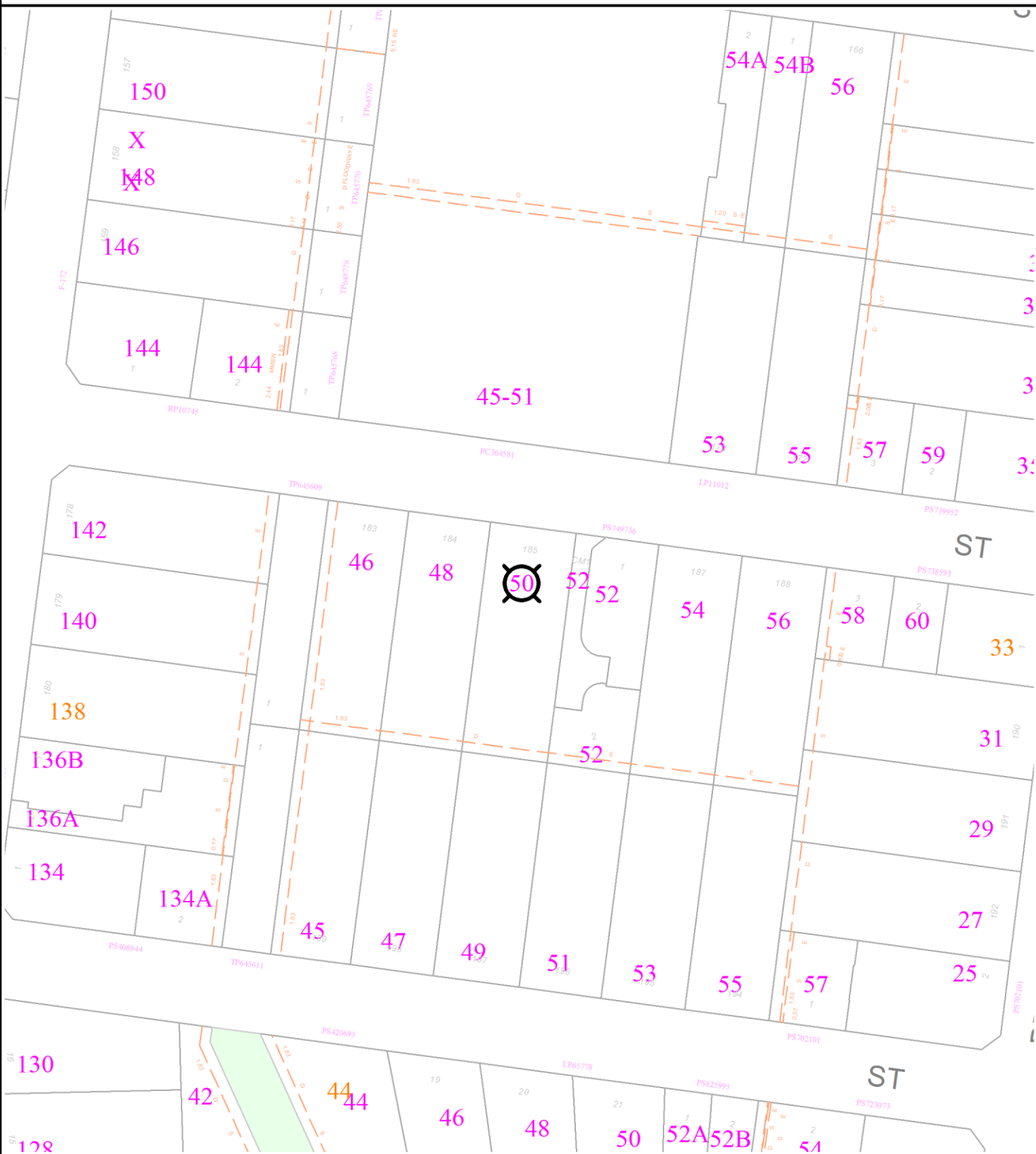
Hydrant



Fireplug/Washout



Offset from Boundary



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

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

--- Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



~ 1.0 Offset from Boundary

PSP No 341618



APPLICATION TO:

- BUILD OVER SOUTH EAST WATER'S ASSET AND/OR EASEMENTS
- BUILD WITHIN 1.0M OF SOUTH EAST WATER'S ASSETS

FEES

Application Fee \$25.00 (GST free)

☐ Cheque ☐ Cash ☐ Sales & Service Account No: _____
(payable to South East Water Limited)

Or charge my: ☐ Bankcard ☐ Mastercard ☐ Visa
☐ Diners ☐ Amex Card No. Expiry Date: /

Print name: _____ Signature _____

1. APPLICANT'S DETAILS

1/We CRAIG + JANET WELLS
(Name of applicant)

agent for owner (owner)
(Delete that not applicable)

Of 48 ELWID ST MORIALLOC
(Address of applicant. Correspondence will be forwarded to this address.)

Postcode 3195

Apply for consent to erect a structure over South East Water's assets and/or easements or erect a structure within 1.0m of South East Water's assets, as shown on the plans submitted and agree to abide by the conditions of any consent issued by South East Water.

Telephone No's (Home) 9580 8948 (Mobile) 0418369192 (Business) 9580 8948

(Fax)

Signed *JW*

Date 27/05/02

2. PROPERTY DETAILS

Street No. 50 Lot No. Street Name: ELWID STREET
Suburb MORIALLOC Melways Ref: 87 F10

3. CUSTOMER INFORMATION (Important)

1. This application must be accompanied by plans indicating details of the structure to be built and its relationship to the allotment boundaries (ie: a site plan). The application will not be processed without this information.
2. If, in the opinion of South East Water, the information provided is insufficient to fully assess this application, you may be required to provide further details of your proposal. This may delay the processing of the application.
3. South East Water's acceptance of this application and fees for processing is not to be construed as consent to build any structure over the pipe and/or easement, and only relates to this application.
4. Each application is approved on its merits and will be approved or refused as is appropriate, taking into account South East Water's requirements for protection of our assets and public safety. Telephone 131694 for further advice.
5. Where a structure is to be built over an easement for sewerage or water supply purposes, or within 1.0m of a South East Water asset, the Standard Conditions as detailed on the reverse of this form and any special conditions, apply.
6. Where an application is made by an agent of the owner, the agent warrants that it makes, and has full authority from the owner to make, this application on behalf of the owner. The agent also agrees to provide a copy of this application form and all conditions of consent to the owner.
7. Where an application is made by an agent of the owner, the agent authorises South East Water to provide any information relating to this application and erection of the structure to the owner.
8. Failure to obtain South East Water's consent for a "build over" constitutes an offence under the Water Industry Act 1994 (Vic).

Award Gold 2000
Australian Business
Excellence Award



SSM-SFS-017
020408

South East Water Limited ABN 89 066 902 547

20 Corporate Drive, PO Box 1382, Moorabbin Victoria 3189 Australia
Tel (03) 9552 3000 Fax (03) 9552 3001 TTY (03) 9552 3322
DX 35006 Moorabbin Internet www.sew1.com.au Email info@sew1.com.au



CONDITIONS FOR APPROVAL TO:

- BUILD OVER SOUTH EAST WATER'S ASSET AND/OR EASEMENTS
- BUILD WITHIN 1.0M OF SOUTH EAST WATER'S ASSETS

Property 50 Elliot St Mordialloc

Approval for the construction of any building or structure over South East Water's assets and / or easements or within 1.0m of South East Water's assets is conditional on the following standard conditions of consent;

1. The owner shall make himself/herself aware of the terms and conditions of this consent.
2. These standard conditions form part of the approval for the construction of the approved building or structure over South East Water's assets and / or easements or within 1.0m of South East Water's assets and shall be read in conjunction with:
 - a ~~Special conditions as detailed in correspondence dated~~ _____
(delete if special conditions are not applicable)
 - and / or
 - b The approved plan showing the Garage and South East Water's endorsement.
3. The owner permits South East Water and its authorised agents to enter into and upon the land and / or the building and structures contained on the land, for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, and if necessary for that purpose to excavate through any part of the building or structure for which approval has been granted.
4. The owner accepts sole responsibility for and releases South East Water in respect of all injury, loss or damage which may be sustained by the approved building and structures or any other property including the property of any person, and any illness, death or injury of any person as a result of works carried out by South East Water and its authorised agents for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, beneath or in the vicinity of the building or structure.
5. The owner accepts sole responsibility for and releases South East Water in respect of all injury, loss or damage which may be sustained by the South East Water sewer, pipe or other structure, or any other property, including the property of any person, and any illness, death or injury of any person, as a result of the approved building or structure having been constructed over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement.
6. The owner indemnifies and shall keep indemnified South East Water against all actions, claims, suits and demands losses, damages, costs and expenses of any kind, arising out of or incidental to the construction of and / or retaining the approved building or structure over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement, and any works carried out by South East Water referred to in clause 4.
7. The owner accepts full responsibility for the structural sufficiency of the approved building or structure and its footings, having regard for the presence of the South East Water sewer, pipe, other structure and / or easement.
8. Where a building control authority requires that a pier and beam type footing system is constructed to support the building or structure, such pier and beam footings shall not involve the use of impact driven piles and / or structures cantilevered over the South East Water sewer, pipe or other structure.
9. Any deviation from the approved plans will require a further application to be submitted for consideration. Such amended proposals will be considered on the merits of the application and may or may not be approved by South East Water.
10. The owner agrees to disclose the existence of and conditions of this consent to intending purchasers or mortgagees of the land and/ or the building and structures contained on the land.
11. This agreement shall be binding on all subsequent owners of the land and / or the approved building or structure contained on the land
12. It is the owner's responsibility to comply with all conditions of this consent. Failure to comply will invalidate the consent and may render the owner liable for prosecution as provided for in the Water Industry Act.

This consent does not constitute a building permit or a planning permit, as may be required by the Building Code of Australia, and the various building ordinances and by-laws of the State of Victoria and the Municipal authority in which the land is situated.

The existence and conditions of this agreement will be disclosed to any person making an "Application for an Information Statement" as part of advice pursuant to section 75 of the Water Industry Act 1994.

OFFICE USE ONLY

 Authorised [Signature]
 (Authorising officer's signature)

 Name Tracey Slade
 (Block letters please)
Date 24/5/02

PS. 341618

4

7.5m

4.5m

STEEL GARAGE
CONCRETE SLAB.

HEIGHT = 2.7.

WARNING: This plan is issued solely for the purpose of assisting you in locating South East Water's assets through further investigation only. It is not to be used for any other purpose, including to identify any other Assets, property boundaries or dimensions. You are put on notice that the map base is not created by South East Water and South East Water cannot guarantee the accuracy, adequacy or completeness of any information in or forming part of the plan, including the location of its assets. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work and you should make your own independent inquiries as to the location of all assets, property boundaries and dimensions. A liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties which cannot be excluded. In respect of liability and conditions and warranties which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits, to resupplying the plan or paying the cost of resupplying the plan. Please note that information contained within the plan may have altered before or after the issue of the plan. Alteration to SEWL assets including property connection points requires separate consent.

SOUTH EAST
WATER LIMITED

Approved

No Assets within Easement.

Signed *SL600* Date 27/5/02

50 Elliot St

P.S 341618.

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / LAF CONVEYANCING

Your Reference: 194
Certificate No: 48553706
Issue Date: 23 AUG 2021
Enquiries: ESYSPROD

Land Address: 50 ELLIOT STREET MORDIALLOC VIC 3195

Land Id	Lot	Plan	Volume	Folio	Tax Payable
10714645	185	11012	8352	350	\$930.42

Vendor: CRAIG WELLS & JANET WELLS
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR CRAIG ANDREW WELLS	2021	\$870,000	\$3,721.67	\$0.00	\$930.42

Comments: Land Tax of \$3,721.67 has been assessed for 2021, an amount of \$2,791.25 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$980,000

SITE VALUE: \$870,000

AMOUNT PAYABLE: \$930.42

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

Certificate No: 48553706

Power to issue Certificate

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

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.

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.

General information

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

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.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,325.00

Taxable Value = \$870,000

Calculated as \$975 plus (\$870,000 - \$600,000) multiplied by 0.500 cents.

Information for the purchaser

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

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 48553706

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 48553706

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

LAF Conveyancing C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 622061

NO PROPOSALS. As at the 23th August 2021, 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®.

50 ELLIOT STREET, MORDIALLOC 3195
CITY OF KINGSTON

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: 23th August 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 53036916 - 53036916095010 '622061'

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 25 August 2021 04:36 PM

PROPERTY DETAILS

Address: **50 ELLIOT STREET MORDIALLOC 3195**
Lot and Plan Number: **Lot 185 LP11012**
Standard Parcel Identifier (SPI): **185\LP11012**
Local Government Area (Council): **KINGSTON**
Council Property Number: **491252**
Planning Scheme: **Kingston**
Directory Reference: **Melway 87 G10**

www.kingston.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/kingston

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **UNITED ENERGY**

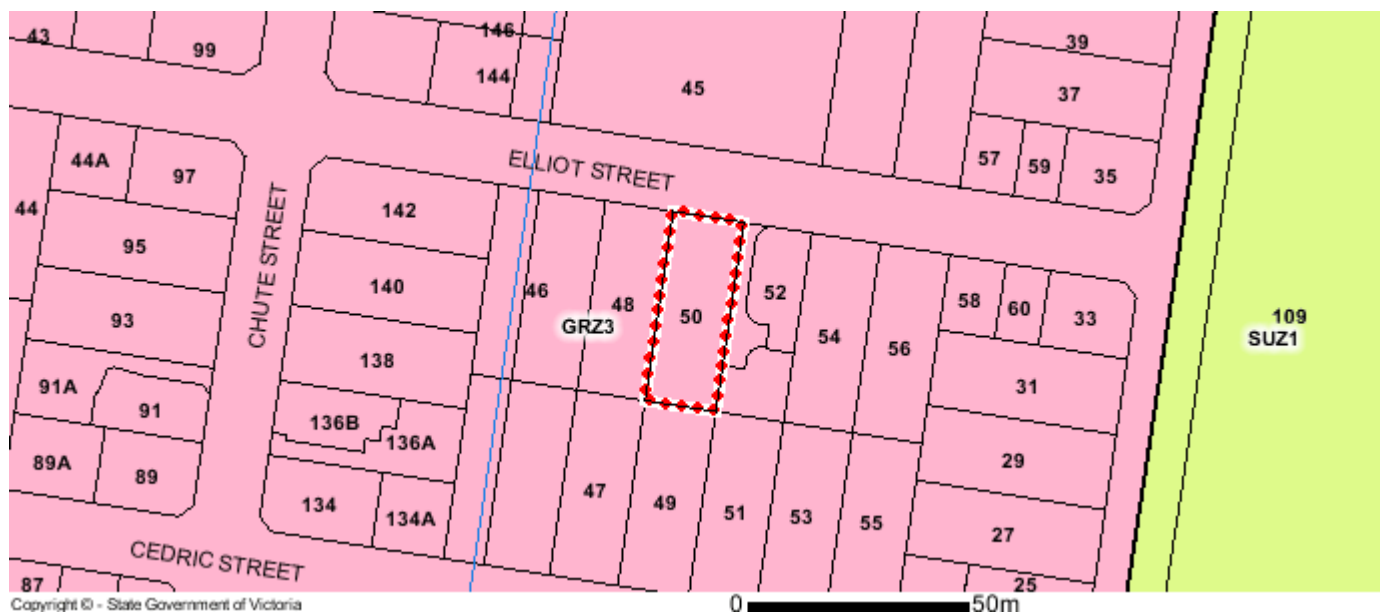
STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **MORDIALLOC**

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 3 \(GRZ3\)](#)



GRZ - General Residential

SUZ - Special Use

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

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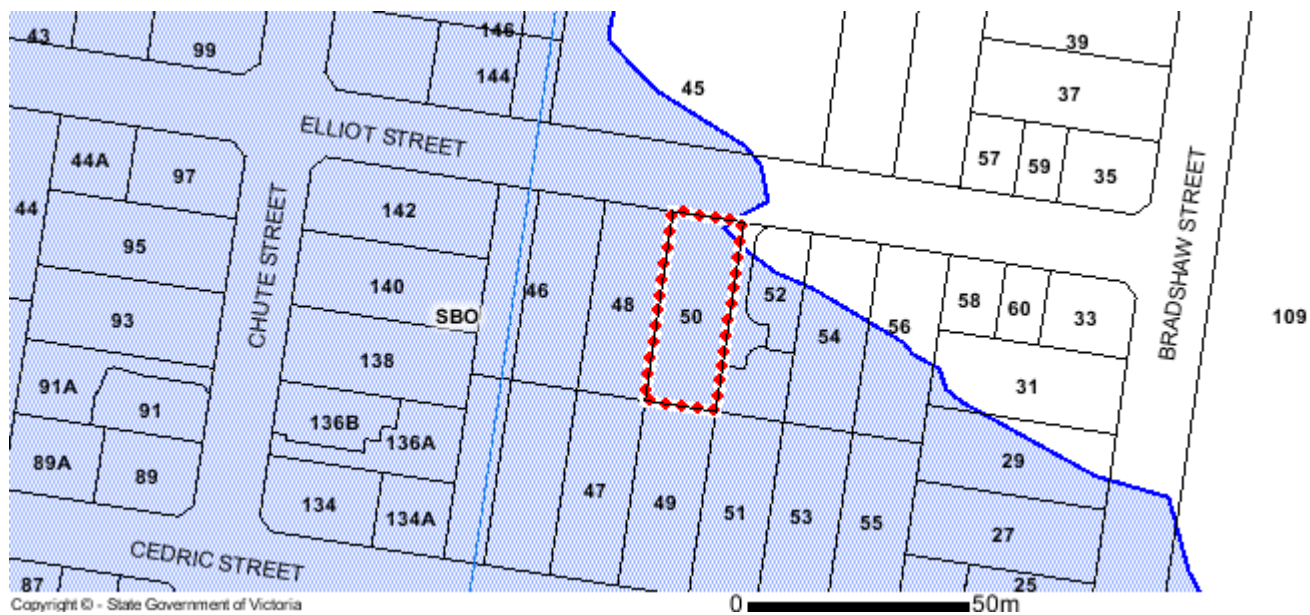
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

[SPECIAL BUILDING OVERLAY \(SBO\)](#)

[SPECIAL BUILDING OVERLAY SCHEDULE \(SBO\)](#)



SBO - Special Building

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

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)



DDO - Design and Development

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

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Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

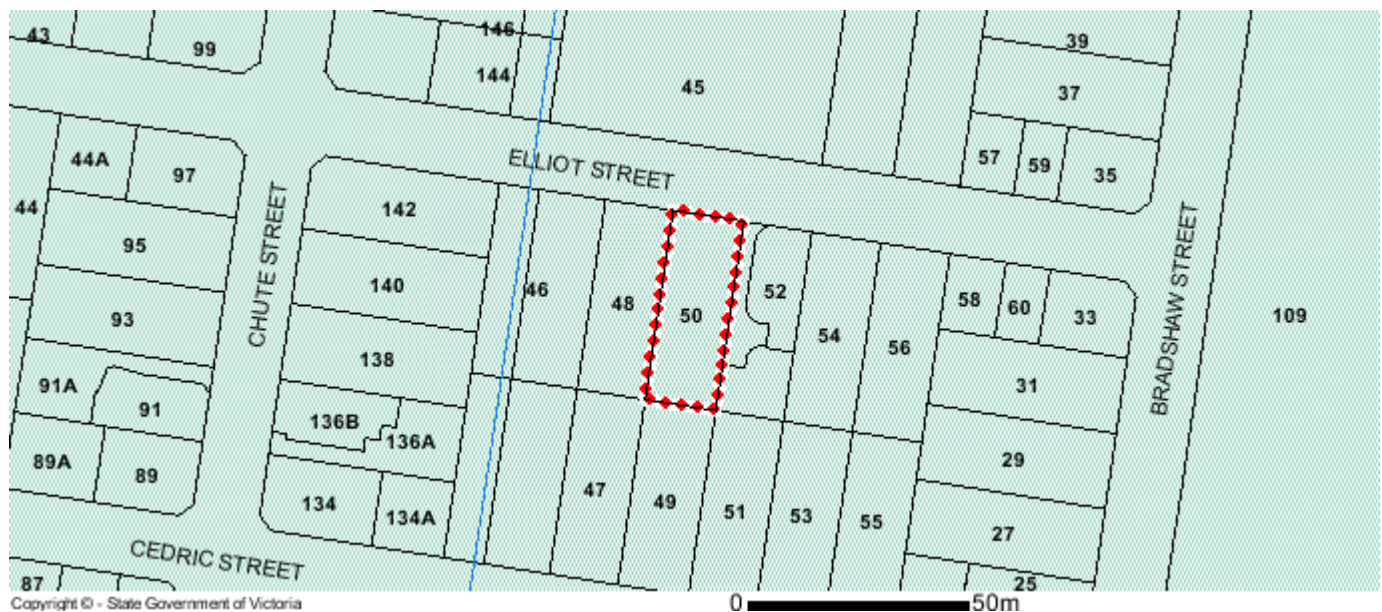
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



 Aboriginal Heritage

Further Planning Information

Planning scheme data last updated on 18 August 2021.

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 <http://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Extract of EPA Priority Site Register

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 50 ELLIOT STREET

SUBURB: MORDIALLOC

MUNICIPALITY: KINGSTON

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 87 Reference G10

DATE OF SEARCH: 23rd August 2021

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

[Extract of Priority Sites Register] # 53036916 - 53036916095010
'622061'



Extract of EPA Priority Site Register

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Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842