# CONTRACT OF SALE OF REAL ESTATE

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

**Property Address: 4 Benjamin Drive LARA VIC 3212**

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the:
* Particulars of sale; and
* Special conditions, if any; and
* General conditions -
in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** ..... on ...../..... /2019

Print name of person signing:

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

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

**SIGNED BY THE VENDOR**..... on ...../..... /2019

Print name of person signing **Lynette Gay Kennett**

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

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

## IMPORTANT NOTICE TO PURCHASERS

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

You may end this contract within 3 clear business days of the day that your sign the contract if none of the exceptions listed below applies to you.
You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.
You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

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

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

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

Estate Agents (Contracts) Regulations 2008

# PARTICULARS OF SALE

**VENDOR'S ESTATE AGENT**

Barnett Real Estate
368 Latrobe Terrace NEWTOWN VIC 3220

Tel: 5222 1488 Fax: Ref: Email: info@barnettproperty.com.au

**VENDOR**

**Lynette Gay Kennett**
4 Benjmain Drive LARA VIC 3212

**VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

**Cameo Conveyancing Geelong**
of 153 Melbourne Road RIPPLESIDE VIC 3215

Tel: 03 5272 1160 Fax: 03 5272 1162 Ref: Rachel Kirk Email: rachel@cameogeelong.com

**PURCHASER**

**PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER**

of

Tel: Fax: Ref: Email:

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

The Land is:-
Described in the table below

| Certificate of Title Reference | Being Lot | On plan |
|---|---|---|
| 9024/414 | 45 | LP 110287 |

The Land includes all improvements and fixtures.

**PROPERTY ADDRESS**

The address of the land is:

**4 Benjamin Drive Lara Vic 3212**

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

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

**PAYMENT** (general condition 11)

Price $

Deposit $ Payable on the day of sale by
(of which $ has been paid)

Balance $ Payable at settlement

**GST** (general condition 13)

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

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

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

**GST WITHOLDING NOTICE**

The purchaser is not required to make a GST withholding payment under section 1 4-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) in relation to this supply of land unless the words "GST WITHOLDING" appear in this box in which case the vendor will provide further details prior to settlement.

Unless the words "GST WITHOLDING" appear in the box this serves as written notice for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth).

**SETTLEMENT** (general condition 10)

Is due on

**LEASE** (general condition 1.1)

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

in which case refer to general condition 1.1.

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

**TERMS CONTRACT** (general condition 23)

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

---

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

This contract is not subject to a loan being approved:

**SPECIAL CONDITIONS**

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

SPECIAL CONDITIONS

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

## Special Conditions

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

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

## GUARANTEE and INDEMNITY

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

And ..... of .....

being the **Sole Director / Directors** of ..... ACN .....
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
(c) by time given to the Purchaser for any such payment performance or observance;
(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

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

SIGNED by the said )
)
Print Name..... ) .....
Director (Sign)

in the presence of: )
)
Witness..... )

SIGNED by the said )
)
Print Name..... ) .....
Director (Sign)

in the presence of: )
)
Witness..... )

## CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

**TITLE**

**1. Encumbrances**

1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

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

1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

**2. Vendor warranties**

2.1 The 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; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (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 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 required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** 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 for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

**6. Transfer**

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

**7. Duties Online Settlement Statement**

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

**8. Release of Security Interest**

8.1 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.

8.2 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 8.4, 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.

8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –

(a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and

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

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

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

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

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

8.5 Subject to general condition 8.6, 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.

8.6 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 8.5 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.

8.7 A release for the purposes of general condition 8.4(a) must be in writing.

8.8 A release for the purposes of general condition 8.4(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.

8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

8.10 In addition to ensuring that a release is received under general condition 8.4(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.

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

8.12 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 8.11.

8.13 If settlement is delayed under general condition 8.12 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.

8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.

8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

**9. 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 in writing to do so at least 21 days before settlement.

**10. Settlement**

10.1 At settlement:
- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

**11. Payment**

11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:
- (a) up to $1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
- (e) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

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

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

**12. Stakeholding**

12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable 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; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

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

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

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

**13. GST**

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

However, the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

**17. Service**
17.1 Any document sent by –
(a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
(b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
(c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act* 2000.
17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
(a) personally; or
(b) by pre-paid post; or
(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.

(d) by email

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

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

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

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

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

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

**23. Terms contract**
23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section29M of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

**24. Loss or damage before settlement**
24.1 The vendor carries the risk of loss or damage to the property until settlement.
24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**25. Breach**

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

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

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

## DEFAULT

**26. Interest**

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

**27. Default notice**

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

27.2 The default notice must:

(a) specify the particulars of the default; and

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

**28. Default not remedied**

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CONTRACT OF SALE - SPECIAL CONDITIONS

### 1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

### 2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

### 3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

### 4. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

### 5. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act* 1975 all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

### 6. Foreign resident capital gains withholding

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

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

6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of $750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

6.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

(c) otherwise comply, or ensure compliance with, this special condition; despite:

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

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

6.7 The representative is taken to have complied with the obligations in special condition 6.6 if:

(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

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

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

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

## 7. Electronic Conveyancing

Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law* if the box on the 'Particulars' page is marked "EC".

7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law.*

7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

7.3 Each party must:

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

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

(c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*

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

7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

7.6 Settlement occurs when the workspace records that:

(a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or

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

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible – if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.

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

7.9 The vendor must:

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network

Operator,

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

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

**8. GST Withholding**

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

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

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

8.4 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:

(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

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

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

(b) the settlement is not conducted through an electronic settlement system described in special condition 8.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:

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

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

8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

8.9 A party must provide the other party with such information as the other party requires to:
(a) decide if an amount is required to be paid or the quantum of it, or

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

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

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

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

8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

8.12 This special condition will not merge on settlement.

**9. Deposit**

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

**10. Auction**

The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

**11. Guarantee**

If a company purchases the property:
(a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
(b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

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

# SECTION 32

# STATEMENT

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

| | |
|---|---|
| **Vendor:** | Lynette Gay Kennett |
| **Property:** | 4 Benjamin Drive LARA VIC 3212 |

CAMEO CONVEYANCING GEELONG PTY LTD

153 Melbourne Road
PO Box 8086
RIPPLESIDE VIC 3215
DX 22079 GEELONG
Tel: 03 5272 1160
Fax: 03 5272 1162
Email: rachel@cameogeelong.com
Ref: RK/19/2090

SECTION 32 STATEMENT

4 Benjamin Drive LARA VIC 3212

**32A FINANCIAL MATTERS**

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

| **Provider** | **Period** |
|---|---|
| Greater Geelong City Council | Per annum |
| Barwon Water | Per quarter |

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-
None to the vendors knowledge

**Their total does not exceed $3,500.00**

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

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

**32B INSURANCE**

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

**(b)** Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

**32C LAND USE**

**(a) RESTRICTIONS**

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

**(b) BUSHFIRE**

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

**(c) ROAD ACCESS**

There is access to the Property by Road.

**(d) PLANNING**

| | |
|---|---|
| Planning Scheme: | Greater Geelong |
| Responsible Authority: | City of Greater Geelong |
| Zoning: | As attached |
| Planning Overlay/s: | As attached |

**32D NOTICES**

**(a)** Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

**(b)** The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

**(c)** Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are:
Not Applicable

**32E BUILDING PERMITS**

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

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

**32F OWNERS CORPORATION**

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

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

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

land that is to be transferred under the agreement.
land on which works are to be carried out under the agreement (other than Crown land).
land in respect of which a GAIC is imposed

**32H SERVICES**

| Service | Status |
|---|---|
| Electricity supply | Connected |
| Gas supply | Connected |
| Water supply | Connected |
| Sewerage | Connected |
| Telephone services | Connected |

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

SECTION 32 STATEMENT

4 Benjamin Drive LARA VIC 3212

**32I TITLE**

Attached are the following document/s concerning Title:

**(a)** In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

**DATE OF THIS STATEMENT** 11 / 11 /20 19

**Name of the Vendor**

**Lynette Gay Kennett**

**Signature/s of the Vendor**

x

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

**DATE OF THIS ACKNOWLEDGMENT** / / /20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

**IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS**

**Undischarged mortgages – S32A(a)**

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

**Terms contracts – S32A(d)**

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

# Register Search Statement - Volume 9024 Folio 414

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 09024 FOLIO 414 Security no : 124080008492C
Produced 30/10/2019 03:37 PM

## LAND DESCRIPTION

Lot 45 on Plan of Subdivision 110287.
PARENT TITLE Volume 08890 Folio 957
Created by instrument LP110287 13/05/1974

## REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LYNETTE GAY KENNETT of 4 BENJAMIN DRIVE LARA VIC 3212
AH939796K 10/05/2011

## ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH939797H 10/05/2011
BENDIGO AND ADELAIDE BANK LTD

COVENANT G002315 20/01/1976

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 LP110287 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: 4 BENJAMIN DRIVE LARA VIC 3212

## ADMINISTRATIVE NOTICES

NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY
Effective from 21/07/2017

DOCUMENT END

**Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd**
**Delivered at 30/10/2019, for Order Number 59493372. Your reference: RK/19/2090 Kennett.**

Delivered by LANDATA®. Land Use Victoria timestamp 30/10/2019 15:53 Page 1 of 8
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

# LP 110287
EDITION 1
PLAN APPROVED 13/11/73

## PLAN OF SUBDIVISION
## PART OF CROWN ALLOT. 4 SECTION 22
## PARISH OF MORANGHURK
## COUNTY OF GRANT

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

VOL.8890 FOL.957

8 SHEETS
SHEET 1

COLOUR CODE
E-1 = BLUE
R1 = BROWN

**APPROPRIATIONS**

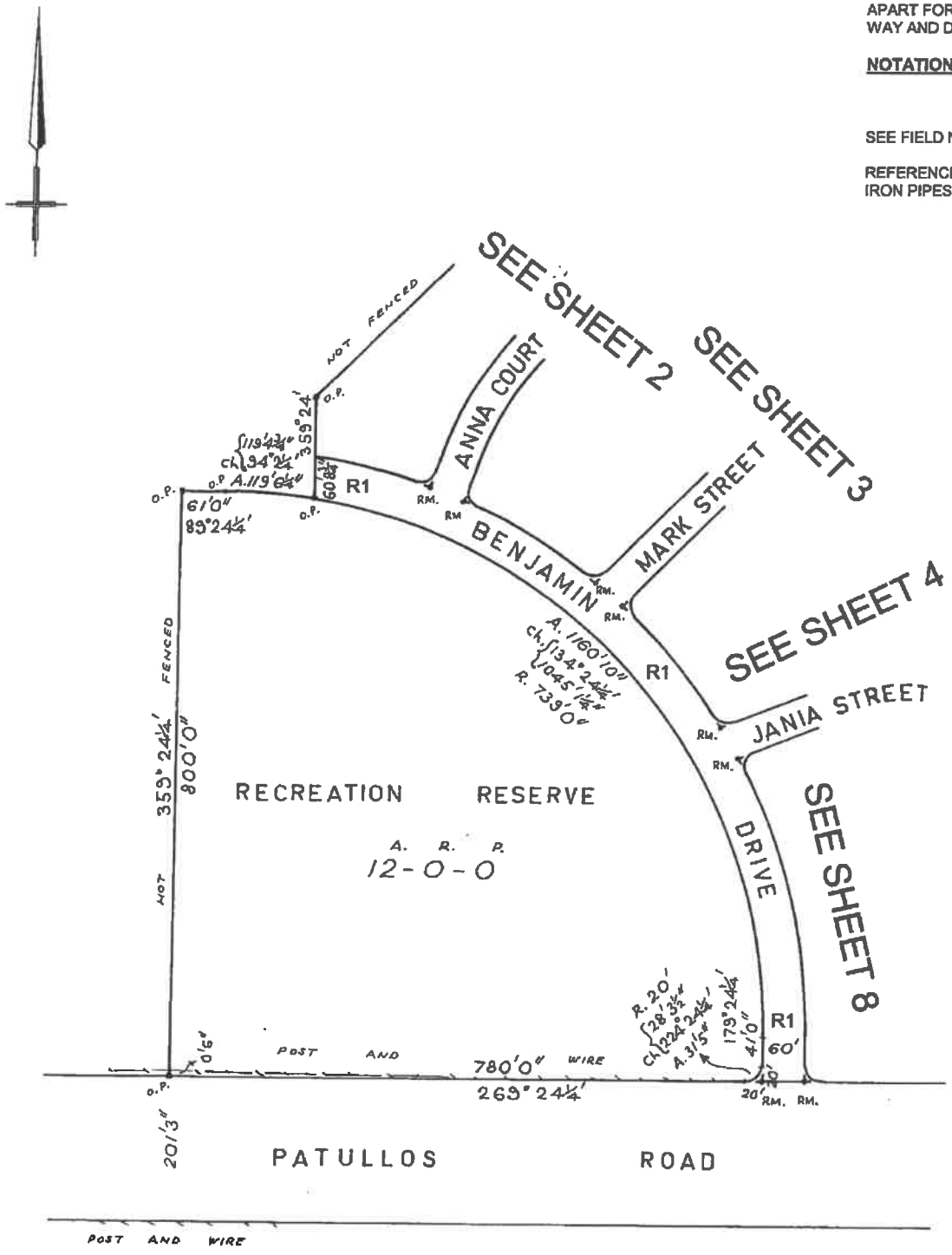
THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE

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

**NOTATIONS**

SEE FIELD NOTES FOR DATUM

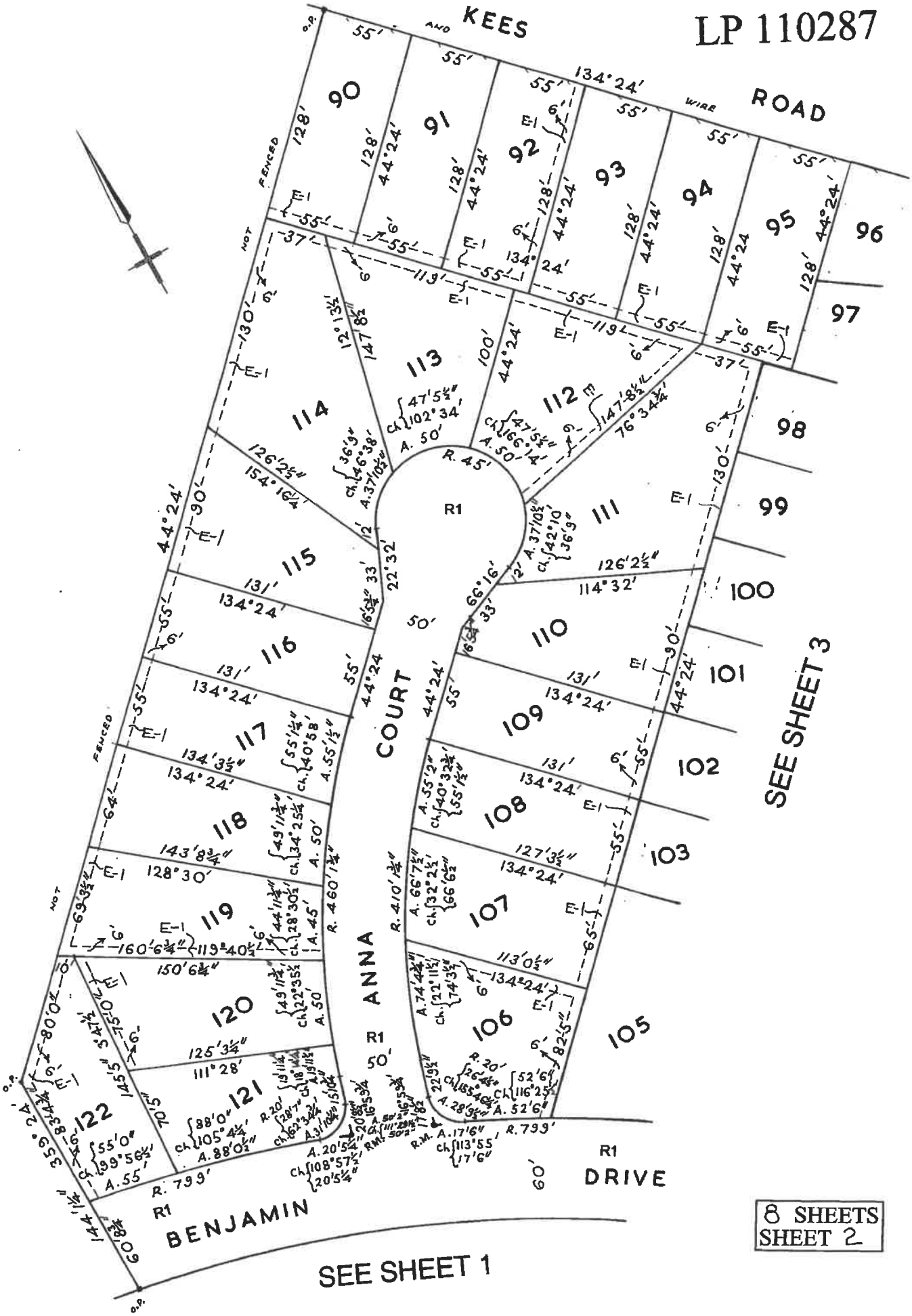
REFERENCE MARKS ARE IRON PIPES




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.

Delivered by LANDATA®. Land Use Victoria timestamp 30/10/2019 15:53 Page 2 of 8

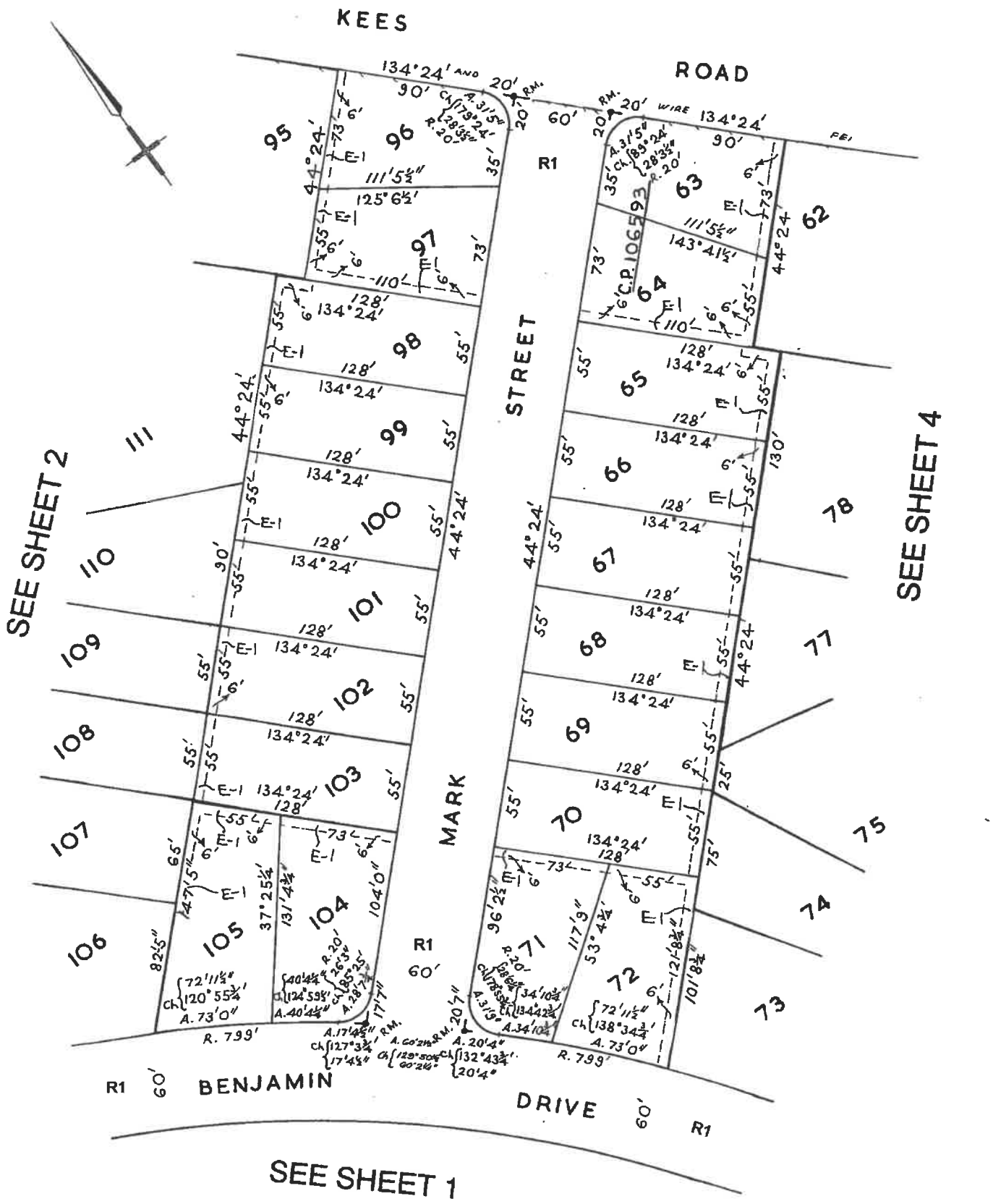
# LP 110287



Delivered by LANDATA®. Land Use Victoria timestamp 30/10/2019 15:53 Page 3 of 8

8 SHEETS
SHEET 3

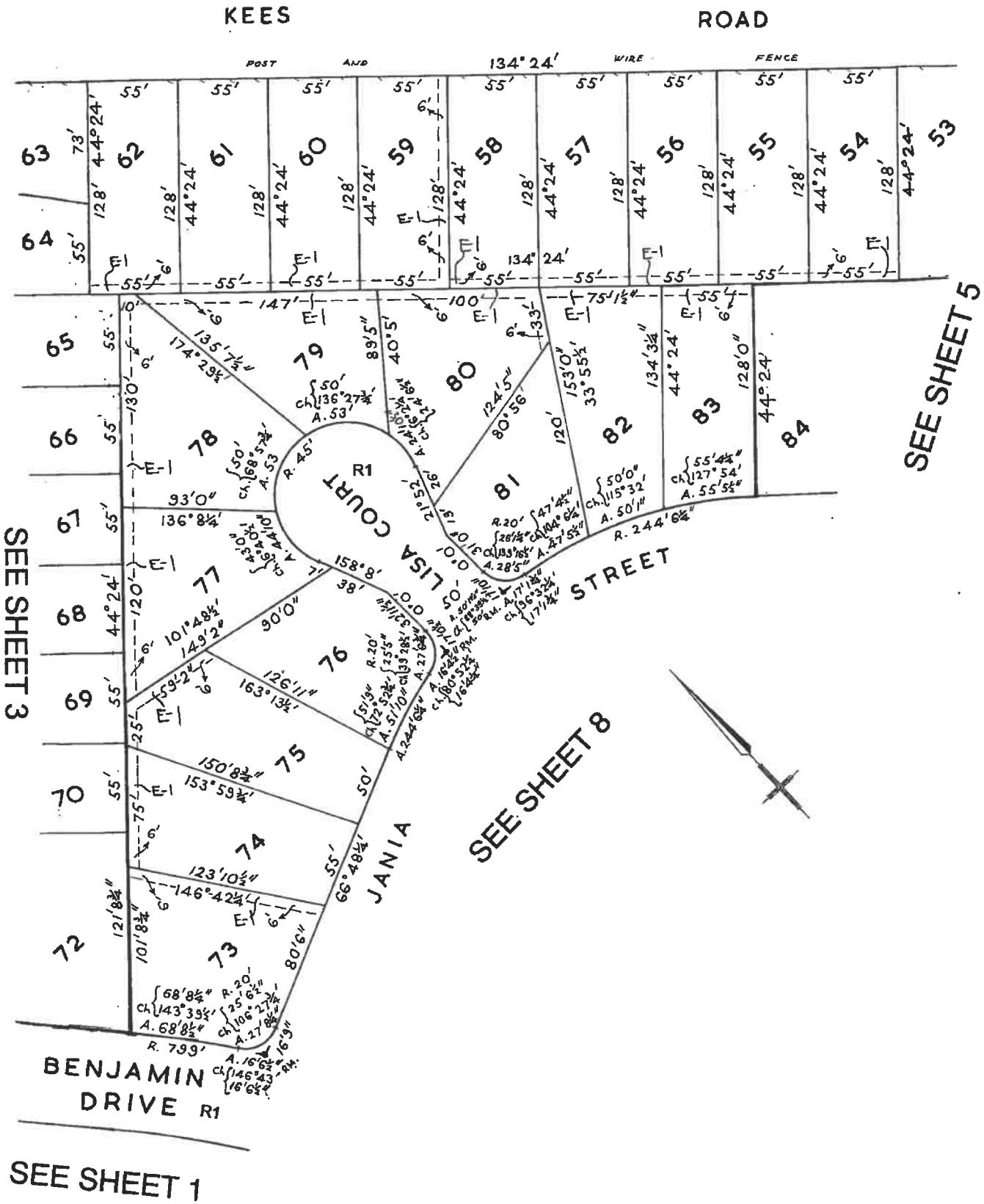
# LP 110287



Delivered by LANDATA®. Land Use Victoria timestamp 30/10/2019 15:53 Page 4 of 8

8 SHEETS
SHEET 4

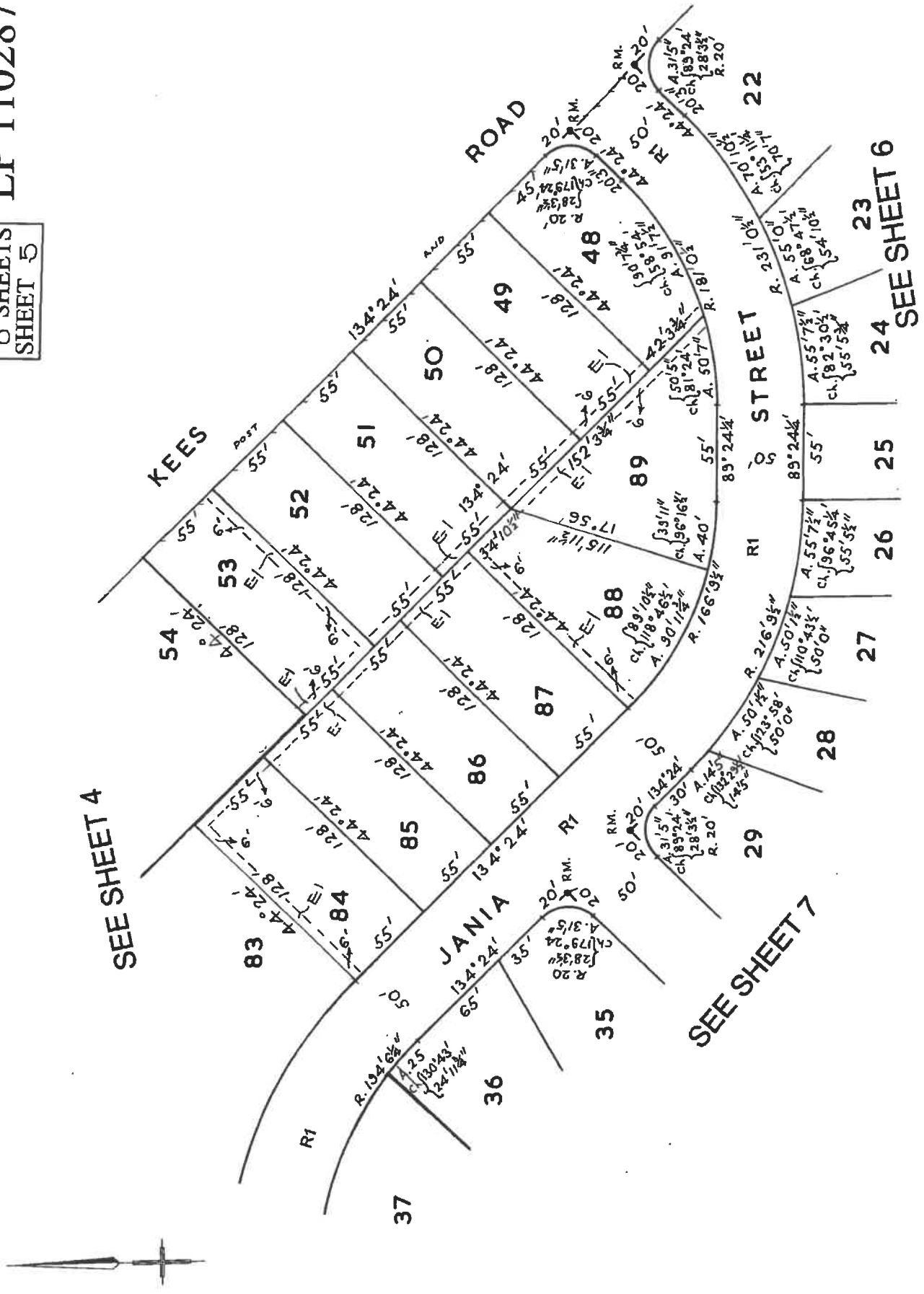
# LP 110287



Delivered by LANDATA®. Land Use Victoria timestamp 30/10/2019 15:53 Page 5 of 8

LP 110287

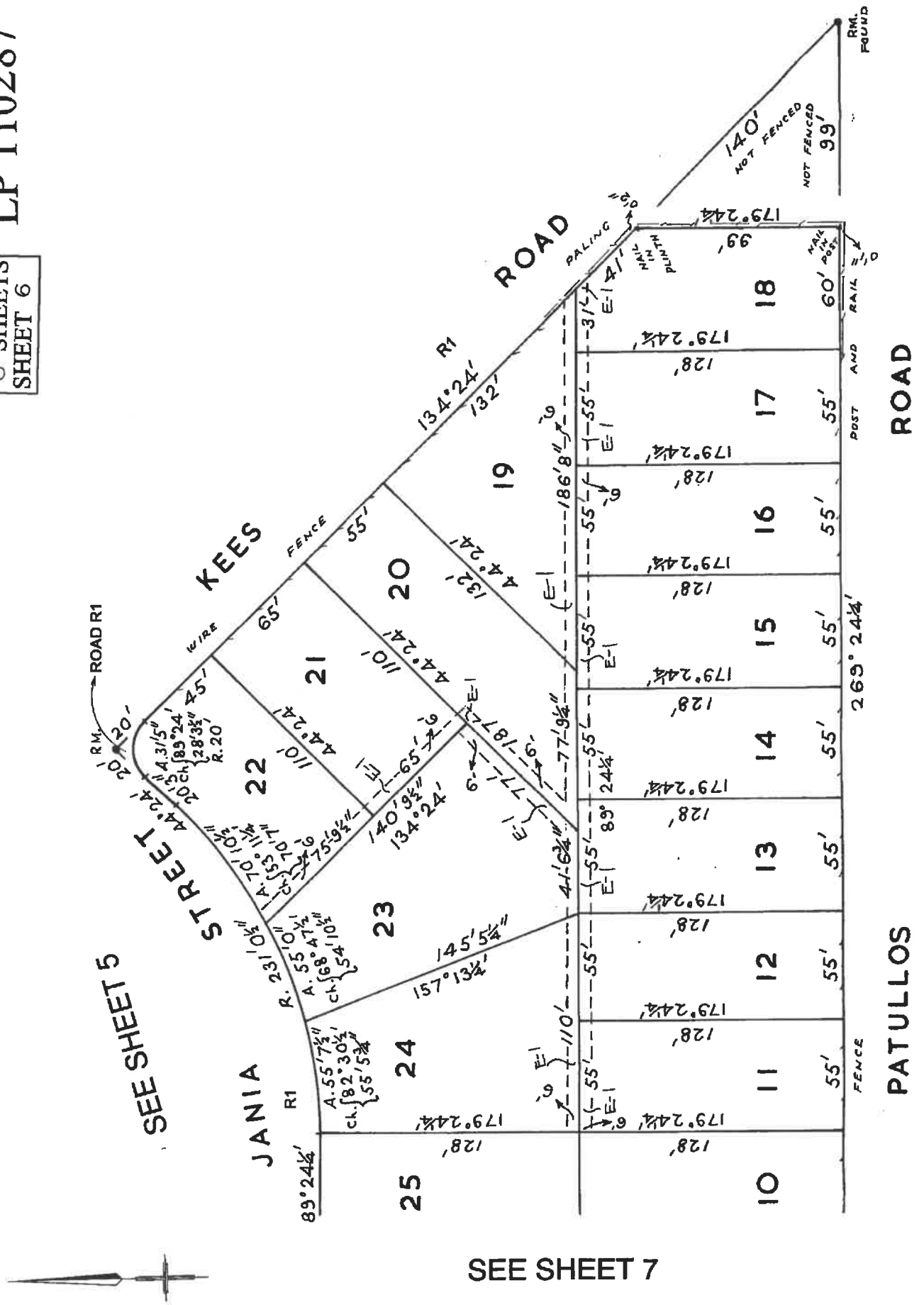
8 SHEETS
SHEET 5



Delivered by LANDATA®. Land Use Victoria timestamp 30/10/2019 15:53 Page 6 of 8

8 SHEETS
SHEET 6

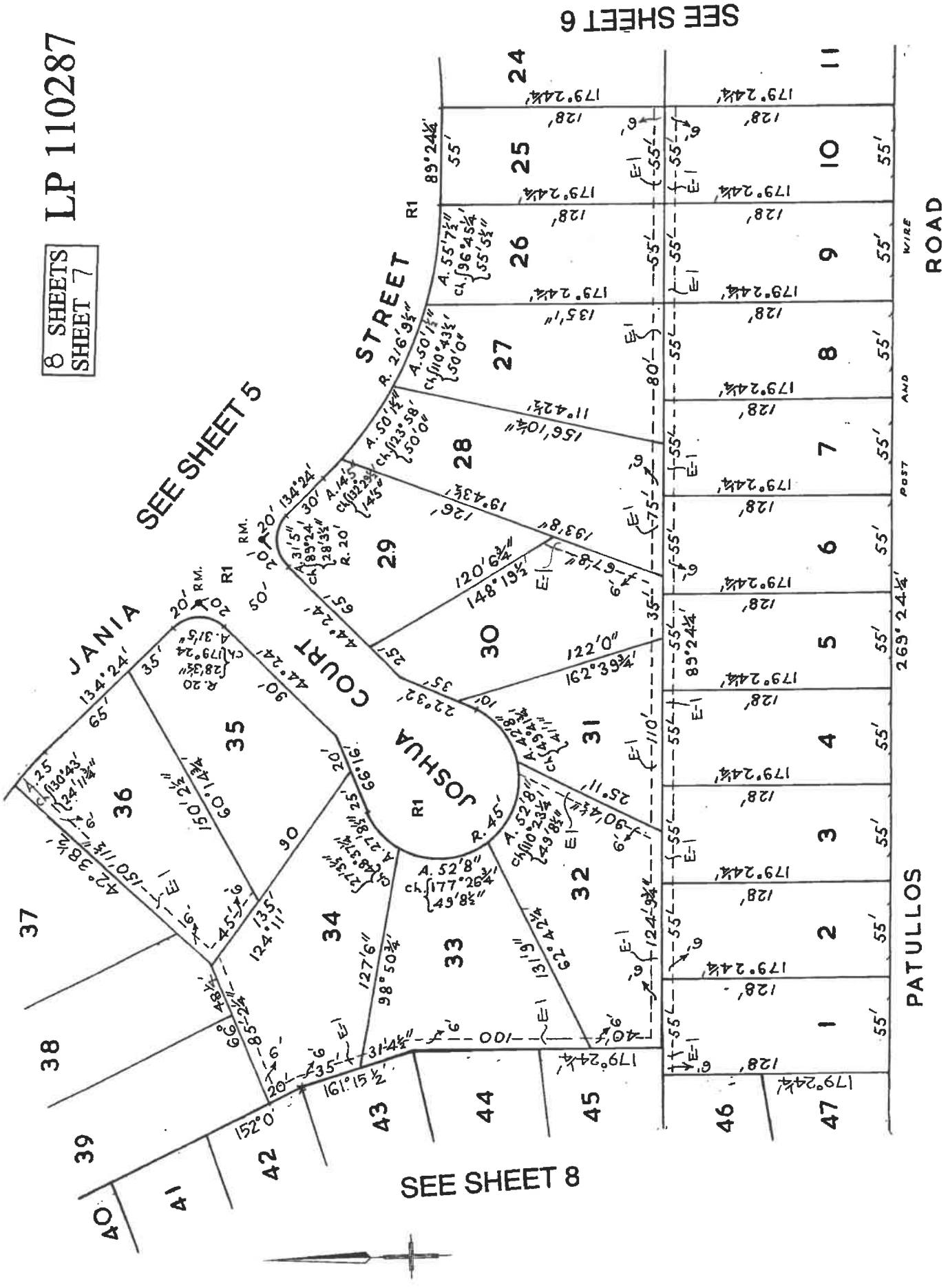
LP 110287



Delivered by LANDATA®. Land Use Victoria timestamp 30/10/2019 15:53 Page 7 of 8

8 SHEETS
SHEET 7

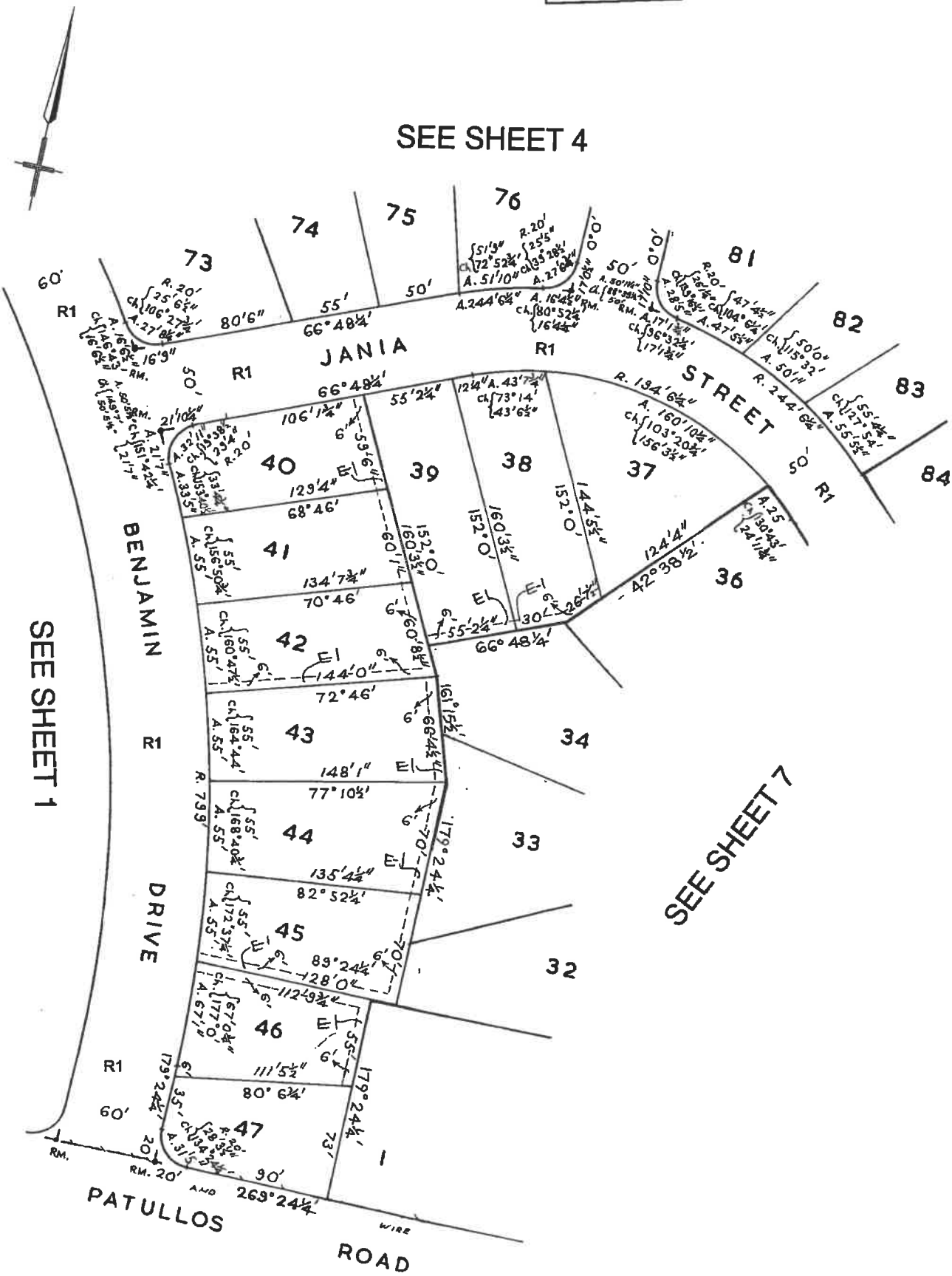
LP 110287



Delivered by LANDATA®. Land Use Victoria timestamp 30/10/2019 15:53 Page 8 of 8

8 SHEETS
SHEET 8

# LP 110287



Delivered by LANDATA®. Land Use Victoria timestamp 30/10/2019 15:53 Page 1 of 4
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

REGD G 2315 187

THE COMMERCIAL BANK OF AUSTRALIA LTD.

G 2315

20 JAN

MERCER, LEWENBERG & PRYLES.

VICTORIA

DG002315-1-1

TRANSFER OF LAND

A.S.L. DEVELOPMENTS LIMITED of 97 Franklin Street, Melbourne, being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject to the encumbrances notified hereunder, IN CONSIDERATION of the sum of FIVE THOUSAND FOUR HUNDRED AND FIFTY DOLLARS ($5,450.00) paid to it by MYTHIN HOMES PTY. LTD. of 286 Toorak Road, South Yarra, DO HEREBY TRANSFER to the said Mythin Homes Pty. Ltd. all its estate and interest in ALL THAT piece of land being Lot 45 on Plan of Subdivision No. 110287 Parish of Moranghurk County of Grant and being the whole of the land more particularly described in Certificate of Title Volume 9024 Folio 414 AND Mythin Homes Pty. Ltd. for itself executors administrators and transferees and the registered proprietor or proprietors for the time being of the land hereby transferred and every part thereof and with the intention of the benefit of this covenant shall be attached to and run at law and in equity with each and every Lot on the said Plan of Subdivision other than the said land hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said Lot DO HEREBY for itself its heirs executors administrators transferee registered proprietor or proprietors for the time being of the Lot hereby transferred COVENANT with the said transferors and their respective heirs executors administrators and transferees or other the registered proprietor or proprietors for the time being of each and every Lot on the said Plan of Subdivision or any part thereof other than the Lot hereby transferred that the said transferee its heirs executors administrators or transferees shall not at any time build construct or erect or cause to be built constructed or erected on the said Lot hereby transferred or any part thereof any building having external walls of any material other than brick, brick veneer or stone and it is intended that

CAVEAT

JAN-13-76

A memorial of this instrument has been entered in the Register Book.

W.J.D.

Delivered by LANDATA®. Land Use Victoria timestamp 30/10/2019 15:53 Page 2 of 4

the above covenant shall appear as an encumbrance in respect of the land hereby transferred.

DATED the 29th day of December One thousand nine hundred and seventy-five.

THE COMMON SEAL of A.S.L. DEVELOPMENTS LIMITED was hereunto affixed in accordance with its Articles of Association in the presence of:

Director

Secretary

THE COMMON SEAL of MYTHIN HOMES PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:

MYTHIN HOMES PROPRIETARY LIMITED Common Seal

Director

Secretary.

SIGNED AND EXECUTED by A.S.L. DEVELOPMENTS LIMITED by its Attorneys Herman Simon Grinblat and Peter Damien Henderson under Power of Attorney No.206310 in the presence of:

ENCUMBRANCES REFERRED TO:

All registered and appurtenant easements and the restrictive covenant set out above.


DG002315-2-7

DATED 1975.

A.S.L. DEVELOPMENTS LIMITED

-to-

MYTHIN HOMES PTY. LTD.

# TRANSFER OF LAND

MERCER, LEWENBERG & PRYLES,

Solicitors,
224 Queen Street,
Melbourne. 3000.

Phone : 67-8735 (AL:JE)

Delivered by LANDATA®. Land Use Victoria timestamp 30/10/2019 15:53 Page 4 of 4

# Property Report from www.land.vic.gov.au on 11 November 2019 08:35 AM

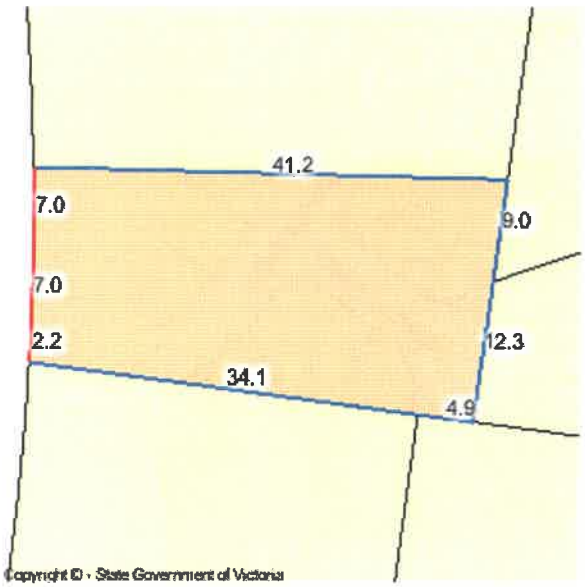
**Address:** 4 BENJAMIN DRIVE LARA 3212
**Lot and Plan Number:** Lot 45 LP110287
**Standard Parcel Identifier (SPI):** 45\LP110287
**Local Government (Council):** GREATER GEELONG **Council Property Number:** 281144
**Directory Reference:** Melway 422 J5

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

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

## Site Dimensions

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




**Area:** 765 sq. m
**Perimeter:** 119 m

For this property:
Site boundaries
Road frontages

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

1 dimension shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at Title and Property Certificates

## State Electorates

**Legislative Council:** WESTERN VICTORIA
**Legislative Assembly:** LARA

## Utilities

**Rural Water Corporation:** Southern Rural Water
**Urban Water Corporation:** Barwon Water
**Melbourne Water:** outside drainage boundary
**Power Distributor:** POWERCOR (Information about choosing an electricity retailer)

Planning information continued on next page

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

## Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

**Planning Overlay:** None

Planning scheme data last updated on 30 October 2019.

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 Planning Schemes Online

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates

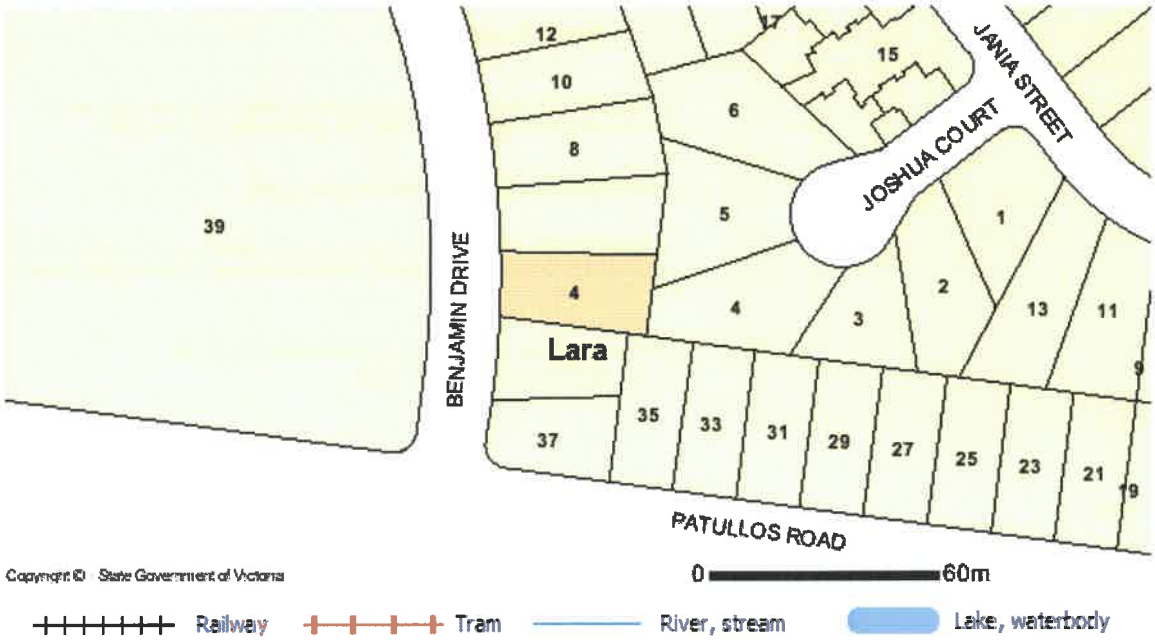
The Planning Property Report includes separate maps of zones and overlays

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 Planning Maps Online

For other information about planning in Victoria visit www.planning.vic.gov.au

## Area Map




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

*eService*

**CITY OF GREATER GEELONG**
PO BOX 104
GEELONG 3220 AUSTRALIA
DX 22063 GEELONG

TELEPHONE 03 5272 5272
FACSIMILE 03 5272 4626
www.geelongaustralia.com.au

CITY OF GREATER GEELONG

# LAND INFORMATION CERTIFICATE

In accordance with Section 229 of the Local Government Act 1989

Date of Issue: **31-Oct-2019**
Certificate No: **163213**

Applicants Ref:
**59493372:91954642:122306**

***Assessment Number:*** **75676**

Property Address: **4 Benjamin Drive, LARA VIC 3212**
Property Description: **766m2 Lot 45 LP 110287**

Ratepayer as per
Council Records: **L G Kennett**

Applicant:
**Anstat Pty Ltd**
**DX 332**
**MELBOURNE**

| | |
|---|---|
| Operative Valuation Date: | **01-Jul-2019** |
| Level of Valuation Date: | **01-Jan-2019** |
| Capital Improved Value: | **420,000** |
| Site Value: | **300,000** |
| Net Annual Value: | **21,000** |

**This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or By-Law of the Council and specified flood level by the Council (if any).**

**This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, other Flooding Information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.**

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- The current rating year is for the period **01/07/2019** to **30/06/2020**. Lump sum payment - due by **15/02/2020** or by instalment **30/09/2019**, **30/11/2019**, **29/02/2020** and **31/05/2020**. Interest is chargeable after these dates on any outstanding amount.
- Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272.**

**Please Note: Council has no involvement in the settlement process. Therefore, any overpayment of rates at settlement with be refunded to the payee.**

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue (ie. **29-Jan-2020)** and within the current financial year.

**The Local Government Act 1989 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.**

**CITY OF GREATER GEELONG**

# LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 229 of the Local Government Act 1989

*eService*

Date of Issue: **31-Oct-2019**

Certificate No: **163213**

Property Address: **4 Benjamin Drive, LARA VIC 3212**

Assessment Number: **75676.7**

| | Rate, Charges & Other Monies | Amount $ |
|---|---|---|
| **Arrears:** | Balance Brought Forward | 0.00 |
| | Legal Fees Arrears | 0.00 |
| **Current:** | General Rates | 907.95 |
| | State Government Levies | 138.70 |
| | Waste Management | 332.00 |
| | Municipal Charge | 105.25 |
| | Refunds | 0.00 |
| | Concession Rebates | 0.00 |
| | Interest Arrears | 0.00 |
| | Interest Current | 0.00 |
| | Legal Fees | 0.00 |
| **Other:** | Special Charges ***(subject to Final Costs)*** | 0.00 |
| | Sundry Charges | 0.00 |
| **Payment:** | Amount Received | -371.05 |
| | Overpayment | 0.00 |
| | **All Overdue amounts should be paid at settlement**. The purchaser is liable for all outstanding rates and charges after transfer and settlement. | **Total Due:** **1,112.85** |

**General Notes:** Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

**Condition:**

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.

***Authorised Officer***

**Biller Code: 17475**
**Reference: 100000756767**
Payment via internet or phone banking, from your cheque or savings account.

**Your Ref:** 59493372:91954642:122306



**Sec 229 LGA**




# *Planning Certificate*

## PROPERTY DETAILS

**Property Address:** 4 Benjamin Drive LARA VIC 3212

**Title Particulars:** Vol 9024 Fol 414

**Vendor:** LYNETTE KENNETT

**Purchaser:** N/A

**Certificate No:** 59493372
**Date:** 31/10/2019
**Matter Ref:** RK/19/2090 Kennett
**Client:** Cameo Conveyancing Geelong ATF Rajeta Family Trust

## MUNICIPALITY

GREATER GEELONG

## PLANNING SCHEME

GREATER GEELONG PLANNING SCHEME

## RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

GREATER GEELONG CITY COUNCIL

## ZONE

GENERAL RESIDENTIAL ZONE - SCHEDULE 1

## ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE

## OVERLAY

**DESIGN AND DEVELOPMENT OVERLAY:** NOT APPLICABLE

**DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY:** NOT APPLICABLE

**DEVELOPMENT PLAN OVERLAY:** NOT APPLICABLE

**ENVIRONMENTAL AUDIT OVERLAY:** NOT APPLICABLE

**ENVIRONMENTAL SIGNIFICANCE OVERLAY:** NOT APPLICABLE

**HERITAGE OVERLAY:** NOT APPLICABLE

**PUBLIC ACQUISITION OVERLAY:** NOT APPLICABLE

**SIGNIFICANT LANDSCAPE OVERLAY:** NOT APPLICABLE

**SPECIAL BUILDING OVERLAY:** NOT APPLICABLE

**VEGETATION PROTECTION OVERLAY:** NOT APPLICABLE

**OTHER OVERLAYS:** NOT APPLICABLE

## PROPOSED PLANNING SCHEME AMENDMENTS

GREATER GEELONG C395 PROPOSES TO IMPLEMENT THE CITY OF GREATER GEELONG'S SETTLEMENT STRATEGY (2018) AND NORTHERN AND WESTERN GEELONG GROWTH AREAS FRAMEWORK PLAN (2019) INCLUDING POLICY CHANGES TO THE MUNICIPAL STRATEGIC STATEMENT (MSS);

GREATER GEELONG C393 PROPOSES TO IMPLEMENT THE STATUTORY RECOMMENDATIONS OF THE "CITY OF GREATER GEELONG RETAIL STRATEGY 2016-2036" INTO THE GREATER GEELONG PLANNING SCHEME AND TO INSERT A NEW CLAUSE AT 21.19 (ACTIVITY CENTRES) AND TO REPLACE CLAUSE 22.03;

## ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

## PLANNING ZONE MAP




This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

© SAI Global Limited. All rights reserved. SAI Global and the SAI Global logo are the property of SAI Global Limited.

Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework. Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.

# PROPERTY INFORMATION CERTIFICATE

Building Regulations 2018
Pursuant to Regulation 51(1)

CITY OF GREATER GEELONG

SAI Global Property Division Pty Ltd
GPO BOX 5420
SYDNEY NSW 2001

1 November 2019
PI: 281144
PIR-2019-6109
Telephone: 5272 4450

Your Ref 59493372

| PROPERTY FOR WHICH INFORMATION WAS REQUESTED | | | |
|---|---|---|---|
| Property Address | 4 Benjamin Drive, LARA VIC 3212 | | |
| Title Information | 766m2 Lot 45 LP 110287 | Volume / Folio | CT-9024/414 |

Regulation 51(1) *Building Regulation 2018*, any person may request the relevant Council to provide in relation to any building or land:

1. Details of any Permit or Certificate of Final Inspection issued in the preceding 10 years:

| | | | |
|---|---|---|---|
| Building Permit No. | **2009/2267** | Date issued | **09/07/2009** |
| Certificate of Final Inspection | | Date issued | **12/02/2011** |
| Description of work | **Verandah and deck** | | |

2. Details of any current statement issued under Regulation 64 (Combined Allotments) or Regulation 231 (Subdivision of existing buildings)

   **NIL**

3. Details of any current Notice or Order issued by the Relevant Building Surveyor under the *Act*.

   **NIL**

**Please Note:**

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered.

Yours sincerely

Peter Larkins
Technical Officer

**BUILDING SERVICES**
**100 BROUGHAM STREET, GEELONG**

BarwonWater

BARWON REGION WATER CORPORATION

☎ ENQUIRIES 1300 656007

# Information Statement Part A

*In accordance with Section 158 of the Water Act 1989*
*(Should be Read in Conjunction with Part B)*

| | | | | | |
|---|---|---|---|---|---|
| **INSTALLATION NUMBER.** | 13728120 | **APPLICATION NUMBER:** | 310761 | **DATE:** | 30/10/2019 |
| **PROPERTY ADDRESS:** | 4 BENJAMIN DR, LARA, VIC 3212 | | | | |
| **YOUR REFERENCE:** | RK/19/2090 Kennett | | | | |
| **OWNER:** | LG KENNETT | | | | |
| **COMMENTS:** | **Comments** | | | | |

*The following service charges are applicable for the abovenamed property for the period 01/10/2019 to 31/12/2019. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.*

| | | Value | GST | Price |
|---|---|---|---|---|
| Sewerage Service Charge | | 141.33 | 0.00 | 141.33 |
| Water Service Charge | | 37.44 | 0.00 | 37.44 |
| Total Service Charge | $ | 178.77 | 0.00 | 178.77 |

*Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.*

**Charges Due & Payable**

| | | Value | GST | Price |
|---|---|---|---|---|
| **TOTAL DUE** | $ | NIL | NIL | NIL |

**Important Information**

*THE WATER METER WAS LAST READ ON 08/10/2019. AN APPLICATION FOR A SPECIAL METER READING CERTIFICATE WILL BE REQUIRED TO ENSURE ALL VOLUME CHARGES CAN BE ADJUSTED AT TIME OF SETTLEMENT. APPLICATION CAN BE MADE AT www.barwonwater.vic.gov.au UNDER "PROPERTY INQUIRY APPLICATIONS". PLEASE ALLOW 5 WORKING DAYS FOR THE APPLICATION TO BE PROCESSED AND A CERTIFICATE PRODUCED.*

*Before settlement, please call the Customer Service Centre on 1300 656007 to verify total amounts outstanding, as further legal costs may be applicable.*

*In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.*

*To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.*

**** PLEASE NOTE:***
*****
*****

***Verbal confirmation will not be given after 29/12/2019. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 29/12/2019 and a fee will be payable.***

*If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.*

Manager Customer Centre

*Cameo Conveyancing Geelong ATF Rajeta Family Trust via*
*SAI Global Property*
*Level 20 535 Bourke Street*

Biller Code: 585224
Ref Code: 4571 5181 1372 8120 9

Barwon Water

ENQUIRIES 1300 656007

# *Information Statement Part B*

*In accordance with Section 158 of the Water Act 1989*
*(Should be Read in Conjunction with Part A)*

30-10-2019

Cameo Conveyancing Geelong ATF Rajeta Family Trust via SAI Global Property
Level 20
535 Bourke Street

Property: 4 BENJAMIN DRIVE LARA 3212

I refer to your application received at this office on 30/10/2019. I wish to advise encumbrances which may not be shown on Certificate of Title presently exist in respect of the above property, and are set out below.

Encumbrances: A sewer main vested in Barwon Water is laid as per attached copy of plan.

The plan shows the location of sewers vested in Barwon Water. This information has been obtained from plans kept by Barwon Water for its own purposes. The plans may show the position of such underground water and sewerage services and other structures and equipment relative to fences, buildings, levels, and the like as these existed at the time such plant was installed. The plans have not necessarily been amended to take account of any subsequent change in any matter. Barwon Water does not warrant or hold out that the plans show more than the presence or absence of the services and will accept no liability arising from use of the information shown on the plans.

No Notices served in respect of the property at present remain outstanding, relative to the connection of water supply and/or sewerage services.

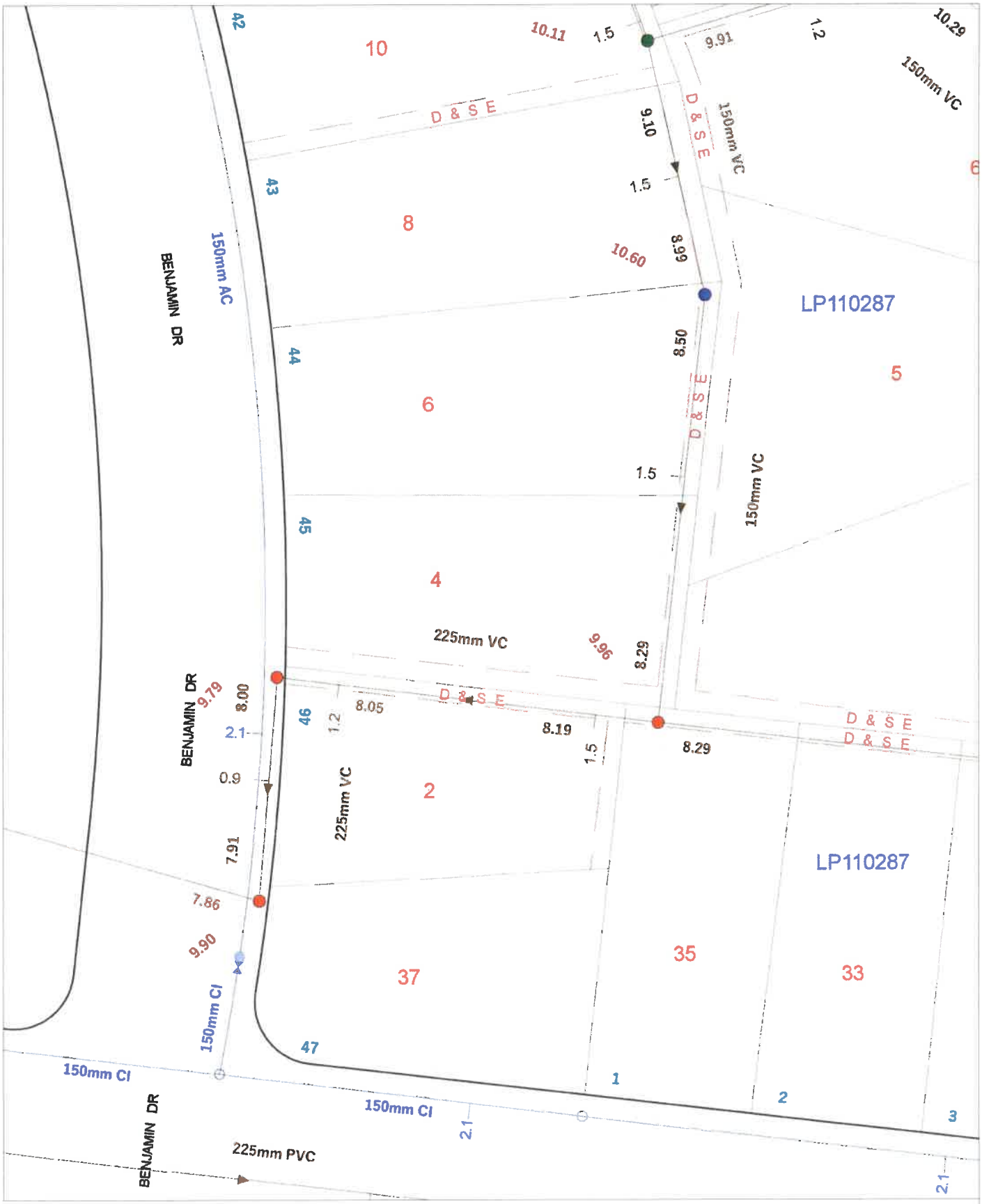
It should be noted the erection of any building, wall, bridge, fence, or other structure over, under, or within one metre laterally of any sewer vested in Barwon Water is prohibited by the Water Act 1989, unless the written consent of Barwon Water is first obtained.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

**Our Ref**: EC310761
**Your Ref**: RK/19/2090 Kennett
**Agent Ref**: 59493372:91954644

Yours faithfully.

Manager Customer Centre




BarwonWater

## 4 BENJAMIN DR LARA

**Scale : 500** **Created : 30-Oct-19**

LEGEND
GRAVITY SEWER
PRESSURE SEWER
POTABLE WATER
RECYCLED WATER

N

**DISCLAIMER:** Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.

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

# ROADS PROPERTY CERTIFICATE

The search results are as follows:

SAI Global Property
PO BOX 447
SOUTHBANK 3205

Client Reference: 59493372

NO PROPOSALS. As at the 31st October 2019, 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®.

4 BENJAMIN DRIVE, LARA 3212
CITY OF GREATER GEELONG

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: 31st October 2019

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 33273969 - 33273969110506 '59493372'**

# Land Tax Clearance Certificate

*Land Tax Act 2005*

CAMEO CONVEYANCING GEELONG ATF RAJETA FAMILY
TRUST VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

**Your Reference:** 59493372:91954643
**Certificate No:** 32275918
**Issue Date:** 31 OCT 2019
**Enquiries:** ESYSPROD

**Land Address:** 4 BENJAMIN DRIVE LARA VIC 3212

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---|---|---|---|---|---|
| 18630714 | 45 | 110287 | 9024 | 414 | $0.00 |

**Vendor:** LYNETTE KENNETT
**Purchaser:** FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|---|
| MRS LYNETTE GAYE KENNETT | 2019 | $260,000 | $0.00 | $0.00 | $0.00 |

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

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

**Comments:**

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

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

**Paul Broderick**
Commissioner of State Revenue

| | |
|---|---|
| CAPITAL IMP VALUE: | $380,000 |
| SITE VALUE: | $260,000 |
| **AMOUNT PAYABLE:** | **$0.00** |

# Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

**Certificate No:** 32275918

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.

2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.

3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.

4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.

5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.

6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.

7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
   a. vendor, or
   b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.

8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.

9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.

10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.

11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.

12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

13. You can request a free update of a Land Tax Clearance Certificate via our website if:
   - there is no change to the parties involved in the transaction, and
   - the request is within 90 days of the original certificate being issued.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $295.00

Taxable Value = $260,000

Calculated as $275 plus ( $260,000 - $250,000) multiplied by 0.200 cents.

## Land Tax Clearance Certificate - Payment Options

**BPAY**

Biller Code: 5249
Ref: 32275918

**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: 32275918

**Visa or Mastercard.**

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

**sro.vic.gov.au/paylandtax**

Land Tax Clearance Certificate updates are available at **sro.vic.gov.au/landtaxcertificate**

# Due Diligence Checklist

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

Consumer Affairs Victoria

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

**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.

Consumer Affairs Victoria

**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