

Contract of Sale of Real Estate

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

Property address: 37 The Boulevard, Doncaster VIC 3108

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

and 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 that 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 an 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/... /20

Signature

Signature

Print name of person signing

Print name of person signing

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

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 clear business days if none specified).

SIGNED BY THE VENDOR on/... /20

Signature

Signature

John Stuart Wilson

Beverly Beryl Wilson

Print name of person signing

Print name of person signing

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

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 you sign the contract if none of the exceptions listed below applies to you.

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

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

EXCEPTIONS

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

- you bought the property at 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.

Contract of Sale of Real Estate – Particulars of Sale

Vendor's estate agent

Name:	O'Brien Real Estate				
Address:	98 South Parade, Blackburn VIC 3130				
Telephone:	0411 061 796	Fax:		DX:	Attn: Anthony Molinaro
Email:	anthony.molinaro@obrienrealestate.com.au				

Vendor

Name(s):	John Stuart Wilson & Beverly Beryl Wilson
Address:	37 The Boulevard, Doncaster VIC 3108

Vendor's legal practitioner or conveyancer

Name:	Sharrock Pitman Legal Pty Ltd				
Address:	Suite 2, 40 Montclair Avenue, Glen Waverley VIC 3150				
Telephone:	(03) 9560 2922	Fax:		DX:	15016 GLEN WAVERLEY
Email:	ben@sharrockpitman.com.au				Ref: BD:028214

Purchaser

Name(s):	
Address:	

Purchaser's legal practitioner or conveyancer

Name:					
Address:					
Telephone:		Fax:		DX:	
Email:					Ref:

Property address

The address of the land is: 37 The Boulevard, Doncaster VIC 3108
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Land (general conditions 3 and 9)

<p>The land is:</p> <p>Certificate of Title reference:</p> <p>Vol 9126 Fol 707</p> <p>being Lot 4 on Plan of Subdivision 117203</p>
The land includes all improvements and fixtures.

Goods sold with the land (general condition 2.3(f))

All light fittings, floor coverings, window furnishings and other fixtures and fittings of a permanent nature as inspected, excluding the nameplate for the Property and the curtains contained in the Bedrooms (save for the Master Bedroom).

Payment (general condition 11)

Price \$

Deposit \$ 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:

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)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

If the contract is subject to '**special conditions**' then particulars of the special conditions are annexed to the back of this contract.

special conditions

Annexure Contract of Sale of Real Estate

Special Conditions

1.0 INTERPRETATION

- 1.1 In this Contract unless the context requires otherwise, a reference to :
- 1.1.1 one gender includes the other genders;
 - 1.1.2 the singular includes the plural and the plural includes the singular;
 - 1.1.3 a person includes an Owners Corporation; and
 - 1.1.4 a reference to legislation includes:
 - 1.1.4.1 that legislation as amended or re-enacted from time to time; and
 - 1.1.4.2 a statute, regulation, provision, by-law or other rule enacted pursuant to or in replacement of that legislation.
- 1.2 Headings are for convenience only and do not form part of this Contract or affect its interpretation.
- 1.3 A party which is trustee is bound both personally and in its capacity as a trustee.
- 1.4 "Including" and similar expressions are not words of limitation.
- 1.5 A reference to this Contract includes the Annexure(s) and the Annexure(s) form an operative part of this Contract.
- 1.6 The parties agrees that the word 'formerly' is inserted prior to the words '*Estate Agents (Contracts) Regulations 2008*' in the preface to the General Conditions and in General Condition 2.1.

2.0 DEFINITIONS

- 2.1 In this Contract unless the context requires otherwise:
- 2.1.1 **Contract** means this contract of sale of real estate.
 - 2.1.2 **Day of Sale** means the day the Vendor executes this Contract.
 - 2.1.3 **Duties Form** means the Digital Duties Form on Duties Online.
 - 2.1.4 **Duties Online** means the State Revenue Office Duties Online portal, which is accessed on the State Revenue Office website.
 - 2.1.5 **Governmental Body** means any government or any governmental, semi-governmental, administrative, fiscal, statutory or judicial body, department, commission, authority, tribunal, agency or entity.
 - 2.1.6 **Guarantee** means the guarantee and indemnity attached as Annexure 1 to this Contract.
 - 2.1.7 **Outgoings** means any rates, taxes, assessments and other outgoings which apply to the Land or if the Land has not been separately assessed the relevant proportion of those outgoings which apply to the property hereby sold and includes insurance premiums and fees of the Owners Corporation but excludes any supplementary rates or other such rates assessed in respect of the Property after the Settlement Date which are responsibility of the Purchaser.
 - 2.1.8 **Particulars of Sale** means the Particulars of Sale attached to and forming part of this Contract.
 - 2.1.9 **Property** means the Lot described in the Particulars of Sale.
 - 2.1.10 **Purchaser** means the person described as the Purchaser in the Particulars of Sale and includes the Purchaser's successors and assigns as permitted under this Contract.
 - 2.1.11 **Purchaser's Representatives** means the legal practitioner or conveyancer (if any) described as the Purchaser's Legal Practitioner or Conveyancer in the Particulars of Sale or any other legal

practitioner or conveyancer of whom the Vendor's legal practitioners are notified in writing from time to time.

2.1.12 **Sale of Land Act** means the *Sale of Land Act* 1962 (Victoria).

2.1.13 **Settlement Date** means the date described as the settlement date in the Particulars of Sale.

2.1.14 **Settlement Statement** means the Settlement Statement generated through Duties Online once the Duties Form is completed and signed by all parties.

2.1.15 **Takeovers Act** means the *Foreign Acquisitions and Takeovers Act* 1975 (Commonwealth).

2.1.16 **Vendor** means the person described as the Vendor in the Particulars of Sale or its successors, assigns or transferees.

2.1.17 **Vendor's Representatives** means the legal practitioners described as the Vendor's Legal Practitioners in the Particulars of Sale.

3.0 GOODS AND SERVICES TAX

3.1 The parties acknowledge that to the best of their knowledge, this transaction is not liable to GST because this is the sale of a capital asset, which is used and intended to be used as a residence, and the Vendor is not registered and is not required to be registered for GST. The Purchaser warrants that he/she/it intends to use the Property as a residence. This Special Condition will not merge upon settlement.

3.2 The parties agree that General Condition 13.3 shall be deemed deleted and replaced with the following:

"13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

- (a) the price includes GST; or
- (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided."

3.3 For the purpose of interpretation:

3.3.1 "GST" means the goods and services tax as provided for by the GST law;

3.3.2 "GST Act" means the *A New Tax System (Goods and Services Tax) Act* 1999 as it stands from time to time;

3.3.3 "GST Law" means the *GST Act* and associated legislation including without limitation delegated legislation;

3.3.4 any expression used that is defined in the GST law has that defined meaning.

4.0 SECTION 32 SALE OF LAND ACT

4.1 The Purchaser acknowledges that prior to signing this Contract (or any other agreement or document in respect of the sale referred to in this Contract which is legally binding or intended to legally bind the Purchaser), the Purchaser received from the Vendor a statement signed by the Vendor in accordance with section 32 of the Sale of Land Act.

5.0 REPRESENTATIONS

5.1 The Purchaser acknowledges that neither the Vendor nor any agent nor any person on behalf of the Vendor have provided any information or made any representation or warranty with the intention or knowledge that it would be relied upon and that no such information, representation or warranty has in fact

been relied upon and it is further agreed that this Contract of Sale and the original Vendor's Statement (a copy of which is included in this Contract of Sale) are the sole and full repository of the agreement between the Vendor, any agent or person on behalf of the Vendor and the Purchaser.

- 5.2 The Purchaser has purchased the Property as a result of the Purchaser's own inspection or enquiries and in its present condition, subject to any faults and defects whether latent or patent and whether or not they are apparent.
- 5.3 The Purchaser shall not make any requisitions or objections, claim compensation or refuse or delay payment of the Price on the basis of any fault or defect.
- 5.4 As and from the Day of Sale, the Vendor shall not be obligated to take any action with respect to any fault or defect on the Property, save and except as required by General Condition 24.2, and any rectification or other actions necessary shall be the Purchaser's sole responsibility.
- 5.5 General Condition 8 of this Contract shall be deemed to be amended by inserting the following words at the end of that General Condition: 'and provided that the Vendor has actual knowledge of such insurance or is in possession of a certificate for such insurance'.
- 5.6 The parties agree that General Condition 12.4 is added as follows: "12.4 Where the Purchaser is deemed by Section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in Section 27(1), the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

6.0 ENCUMBRANCES

- 6.1 In addition to the provisions set out in General Condition 1 of this Contract, the Purchaser buys the Property subject to any statute, order, regulation, by-law and local law, restriction and condition imposed on the Property by or with the authority of any Governmental Body including under the Planning Permit, as a result of any Section 173 Agreement or under any applicable planning scheme or any other scheme.

7.0 DIGITAL DUTIES FORM

- 7.1 The Vendor's representative must initiate the Duties Form and complete those parts of the form that are to be completed by the Vendor ('the Vendor's Form').
- 7.2 At least seven (7) business days before settlement, the Vendor's representative must send an invitation through Duties Online to the Purchaser's representative, inviting them to complete the Duties Form.
- 7.3 The Purchaser's representative must complete those parts of the Duties Form that are to be completed by the Purchaser ('the Purchaser's Form'), at least three (3) business days before settlement.
- 7.4 The Vendor and the Purchaser shall then sign their respective form at least one (1) business day before settlement.
- 7.5 For clarity, if a Vendor's Form or a Purchaser's Form is subsequently edited by the respective party's representative, the respective form is deemed to be completed when the final edit is made. The respective party's representative should notify the other party's representative in writing of any edit to the Duties Form as soon as possible.
- 7.6 Provided that the Vendor's representative has not delayed sending the invitation to the Purchaser's representative under Special Condition 7.1 and the Purchaser's representative fails to complete the Purchaser's Form at least three (3) business days before settlement, then the Vendor shall be entitled (at the Vendor's absolute discretion) to delay settlement for up to three (3) business days after the date the Purchaser's representative completes the Purchaser's Form. The Purchaser agrees that, should settlement

be delayed in accordance with this Special Condition, then the Purchaser shall be liable to pay penalty interest pursuant to General Condition 26 to the Vendor for the period of that delay resulting from the Purchaser's default.

- 7.7 If settlement is to be completed as a paper settlement, the Purchaser is responsible for bringing the Settlement Statement to settlement. The Purchaser acknowledges that the Vendor is not responsible for providing the Settlement Statement at settlement.
- 7.8 The Purchaser acknowledges that should they fail to sign the Duties Form by the Settlement Date and settlement is delayed as a consequence, the Purchaser shall be in breach of this Contract.

8.0 ELECTRONIC CONVEYANCING

- 8.1 The parties agree that, unless otherwise directed by the Vendor in writing, settlement and lodgement will be conducted in accordance with the Electronic Conveyancing National Law and this Special Condition applies.
- 8.2 This Special Condition has priority over any other provision to the extent of any inconsistency.
- 8.3 This Special Condition applies so 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.
- 8.4 A party must immediately give written notice, if that party reasonably believes that settlement lodgement can no longer be conducted electronically and this Special Condition ceases to apply from when such a notice is issued by the Vendor or when it is acknowledged as accepted by the Vendor in writing to the Purchaser.
- 8.5 Each party must:
 - 8.5.1 be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - 8.5.2 ensure that all other persons for whom the party is responsible and who are associated with this transaction, are, or engage, a subscriber for the purpose of the Electronic Conveyancing National Law; and
 - 8.5.3 conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 8.6 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction legislation.
- 8.7 The Vendor must nominate a time of the day for locking of the workspace at least five (5) days before the due date for settlement.
- 8.8 Settlement occurs when the workspace records that:
 - 8.8.1 the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 8.8.2 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.
- 8.9 If settlement does not proceed as scheduled, the parties must do everything reasonably necessary to effect settlement:
 - 8.9.1 Electronically on the next business day; or
 - 8.9.2 At the option of either party, otherwise than electronically as soon as possible —

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with Special Condition 8.8 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.

- 8.10 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 8.11 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with General Condition 6.

9.0 PAYMENT

- 9.1 The parties agree that General Condition 11 shall be deemed deleted.
- 9.2 The purchaser must pay the deposit:
 - 9.2.1 to the vendor's licensed estate agent; or
 - 9.2.2 if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - 9.2.3 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.
- 9.3 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - 9.3.1 must not exceed 10% of the price; and
 - 9.3.2 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.
- 9.4 The purchaser must pay all money other than the deposit:
 - 9.4.1 to the vendor, or the vendor's legal practitioner or conveyancer; or
 - 9.4.2 in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 9.5 Payments may be made or tendered:
 - 9.5.1 up to \$1,000 in cash; or
 - 9.5.2 by cheque drawn on an authorised deposit-taking institution; or
 - 9.5.3 by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - 9.5.4 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
 - 9.5.5 any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 9.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 9.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 9.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 9.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

- 9.10 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.
- 9.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

10.0 PURCHASING IN UNEQUAL SHARES

- 10.1 In the event that there is more than one Purchaser, then it is the Purchasers responsibility to ensure that the Contract correctly records at the date of sale the proportions in which they are purchasing the Property (called 'the Proportions').
- 10.2 If the Proportions recorded in the instrument of transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional stamp duty which may be assessed as a result of the variation.
- 10.3 The Purchasers hereby fully indemnify the Vendor, the Vendor's agent and the Vendor's Representatives against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the instrument of transfer differing from those in the Contract.
- 10.4 This Special Condition shall not merge on completion.

11.0 TRANSFER OF LAND

- 11.1 In addition to General Condition 6 and if for any reason Special Condition 8.0 does not apply, the parties agree that if the Transfer of Land is not provided to the Vendor's representative at least 10 days before settlement, then the Vendor shall be entitled (at the Vendor's absolute discretion) to delay settlement to a date being at least 10 days after the date the Vendor's representative actually receives the Transfer of Land and the Purchaser agrees that, should settlement be delayed in accordance with this Special Condition until after the agreed Settlement Date, then the Purchaser shall be liable to pay penalty interest pursuant to General Condition 26 to the Vendor for the period of that delay resulting from the Purchaser's default.

12.0 ADJUSTMENTS

- 12.1 The parties agree that General Condition 15.3 is added as follows: "15.3 The Purchaser must provide to the Vendor copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the Vendor."

13.0 DELAY IN SETTLEMENT

- 13.1 Should the Purchaser fail to complete settlement on the Settlement Date, the Vendor hereby notifies the Purchaser that, in addition to the penalty interest chargeable pursuant to General Condition 26, the Vendor may suffer the following losses and expenses which the Purchaser is required to reimburse:
- 13.1.1 Where the Vendor is a purchaser of another property, which settlement is dependent upon settlement of the Property taking place on the Settlement Date:
- 13.1.1.1 Penalties, costs and expenses payable by the Vendor;
- 13.1.1.2 The Vendor's costs in obtaining finance to complete the Vendor's purchase and interest payable under such finance;
- 13.1.2 The Vendor's accommodation expenses;
- 13.1.3 The Vendor's expenses to store furniture;

- 13.1.4 The Vendor's additional removalist expenses and/or costs of cancellation of removalist;
- 13.1.5 Additional interest payable by the Vendor under any existing mortgage over the Property;
- 13.1.6 Additional expenses incurred by the Vendor for re-attendance at settlement by the Vendor's Representatives or its agents and the Vendor's mortgagee;
- 13.1.7 The Vendor's additional legal costs and expenses; and
- 13.1.8 Such other expense incurred by the Vendor provided only that the Vendor shall substantiate such expense by proof in writing by way of receipt for the incurring of such expense (or otherwise).

14.0 DEFAULT

- 14.1 General Condition 28.3(a) of this Contract shall be deemed to be deleted and replaced with the following: 'the Purchaser must be repaid the deposit that the Purchaser has paid under the Contract, without deduction or set off;'.

15.0 GUARANTEE

- 15.1 If the Purchaser shall be or include a company, the company will on the Day of Sale upon execution of this Contract procure the execution by each of its directors of the Guarantee in the form to be held by the Vendor.
- 15.2 Each person who signed this Contract on behalf of a company:
 - 15.2.1 warrants that he or she is duly authorised to sign this Contract and the Vendor's Statement on behalf of the Purchaser and is not prevented from doing so by any legal or other disability; and
 - 15.2.2 will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as Purchaser.
- 15.3 If the Purchaser fails to deliver the executed Guarantee within the prescribed time, then the Vendor, at the Vendor's absolute discretion, may end this Contract upon written notice to the Purchaser. General Condition 27 shall not apply to this Special Condition.

16.0 FOREIGN INVESTMENT REVIEW BOARD

- 16.1 The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Commonwealth) do not require the Purchaser to obtain consent to enter this Contract or the Purchaser has obtained the necessary consent to enter this Contract.
- 16.2 If there is a breach of the warranty contained in this Special Condition (whether intentional or not) the Purchaser must indemnify and compensate the Vendor for any loss, damage or cost which the Vendor incurs as a result of the breach.
- 16.3 This warranty and indemnity do not merge on completion of this Contract.

17.0 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 17.1 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.
- 17.2 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.

- 17.3 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 is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- 17.4 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.
- 17.5 The Purchaser must:
- 17.5.1 engage a legal practitioner or conveyance ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this Special Condition; and
 - 17.5.2 ensure that the representative does so.
- 17.6 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:
- 17.6.1 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;
 - 17.6.2 promptly provide the Vendor with proof of payment; and
 - 17.6.3 otherwise comply, or ensure compliance with, this Special Condition;
- Despite:
- 17.6.4 any contrary instructions, other than from both the Purchaser and the Vendor; and
 - 17.6.5 any other provision in this Contract to the contrary.
- 17.7 The representative is taken to have complied with the obligations in this Special Condition 17.0 if:
- 17.7.1 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
 - 17.7.2 the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 17.8 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 five (5) business days before the due date for settlement.
- 17.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within five (5) business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
- 17.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

18.0 GST WITHHOLDING

- 18.1 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.

- 18.2 This Special Condition 18.0 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 18.0 is to be taken as relieving the vendor from compliance with section 14-255.
- 18.3 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.
- 18.4 The purchaser must:
- 18.4.1 engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - 18.4.2 ensure that the representative does so.
- 18.5 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:
- 18.5.1 pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - 18.5.2 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
 - 18.5.3 otherwise comply, or ensure compliance, with this general condition;
- despite:
- 18.5.4 any contrary instructions, other than from both the purchaser and the vendor; and
 - 18.5.5 any other provision in this contract to the contrary.
- 18.6 The representative is taken to have complied with the requirements of Special Condition 18.5 if:
- 18.6.1 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
 - 18.6.2 the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 18.7 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:
- 18.7.1 so agreed by the vendor in writing; and
 - 18.7.2 the settlement is not conducted through an electronic settlement system described in Special Condition 18.6.

However, if the purchaser gives the bank cheque in accordance with this Special Condition 18.7, the vendor must:

- 18.7.3 immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- 18.7.4 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.
- 18.8 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, if such a notice is not otherwise annexed to this Contract.
- 18.9 A party must provide the other party with such information as the other party requires to:
- 18.9.1 decide if an amount is required to be paid or the quantum of it, or
- 18.9.2 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.
- 18.10 The vendor warrants that:
- 18.10.1 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
- 18.10.2 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.
- 18.11 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:
- 18.11.1 the penalties or interest arise from the vendor's failure, including breach of a warranty in Special Condition 18.10; or
- 18.11.2 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).
- 18.12 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.
- 18.13 This Special Condition will not merge on settlement.

19.0 COMPLIANCE WITH NOTICES

- 19.1 The Purchaser will assume liability for compliance with any notices or orders relating to the property sold (other than those relating to apportionable outgoings) which have been made or issued on or after the Day of Sale, provided that should this Contract at any time be validly treated by either party as at an end then the Purchaser will have no obligations under this Special Condition.
- 19.2 General Condition 21 of this Contract shall be deemed and replaced with the following:

"21. NOTICES

- 21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 21.3 The Purchaser may, with the Vendor's consent (which shall not be unreasonably withheld), enter the Property to comply with that responsibility where action is required before settlement."

20.0 SERVICE

- 20.1 The parties agree that General Condition 17 shall be deemed deleted and replaced with the following:

"17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract."

21.0 SEVERABILITY

- 21.1 If any provision of this Contract is at any time construed as illegal, invalid or unenforceable the legality, validity or enforceability of any other provision in this Contract will not be affected by the illegal, invalid or

unenforceable provision which is deemed to be deleted from this Contract to the extent and effect as if it had never been incorporated and all other provisions in this Contract will continue in full force and effect.

22.0 NON MERGER

- 22.1 The provision of any condition in this Contract which is not or cannot be satisfied by the Settlement Date will survive and will not in any way be removed or be satisfied or determined on the Settlement Date or by the settlement of the purchase of the property.

23.0 WAIVER

- 23.1 No waiver of any right under this Contract or forbearance or delay in the enforcement of it or any other indulgence by either party to the other will affect the strict rights of that party under this Contract and all the rights and powers of that party will remain in full force and effect despite any such waiver, forbearance, delay or other indulgence on the part of that party.

24.0 INCONSISTENCY:

- 24.1 If there is any inconsistency between the provisions of these Special Conditions and the General Conditions of this Contract, then these Special Conditions shall prevail.

ANNEXURE 1

GUARANTEE AND INDEMNITY

TO: The Vendor as described in the schedule
to this Guarantee and Indemnity
(called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name and address are set out in the Schedule to this Guarantee and Indemnity (called "the Guarantor") agreed to sell the land described in the Contract of Sale to which this Guarantee and Indemnity is annexed (called "the Contract") to the Purchaser whose name and address are set out in the Schedule to this Guarantee and Indemnity (called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of all monies that are or may become payable pursuant to the Contract AND ALSO the due performance and observance by the Purchaser of all terms and conditions contained or implied in the Contract which are to be performed and observed by the Purchaser AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the Contract and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser for the payment of the purchase monies, interest and all other monies (if any) payable pursuant to the Contract in the performance of the obligations contained herein and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor: John Stuart Wilson & Beverly Beryl Wilson
of 37 The Boulevard, Doncaster 3108

Purchaser:
of

Guarantor/s:

IN WITNESS whereof the said Guarantor/s have set their hand/s
this day of 202__.

SIGNED SEALED AND DELIVERED by

the said Guarantor

in Victoria in the presence of:

SIGNED SEALED AND DELIVERED by

the said Guarantor

in Victoria in the presence of:

ANNEXURE 2

GST WITHHOLDING - NOTICE PURSUANT TO SECTION 14-255

1.	Nature of Supply:	Sale of Residential Premises or Potential Residential Land
2.	Is a GST withholding payment required pursuant to s.14-250 of Schedule 1 to the <i>Taxation Administration Act 1953 (Cth)</i> ?	No
3.	If a payment is required, then the following is provided:	
	Supplier Name:	Not Applicable
	ABN:	
	Amount to be paid pursuant to s.14-250 of Schedule 1 to the <i>Taxation Administration Act 1953 (Cth)</i>	Not Applicable
	When must the amount be paid?	Not Applicable
	Is there any non-monetary consideration and, if so, what is its GST inclusive market value?	

Contract of Sale of Real Estate – General Conditions

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

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 vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
 - 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
 - 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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.
 - 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order 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.
 - 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
 - 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
 - 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.
- ### 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. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(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.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12, 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. **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.

9. ~~General law land~~

- 9.1 ~~This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.~~
- 9.2 ~~The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.~~
- 9.3 ~~The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.~~
- 9.4 ~~The purchaser is taken to have accepted the vendor's title if:~~
- ~~(a) 21 days have elapsed since the day of sale; and~~
 - ~~(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.~~
- 9.5 ~~The contract will be at an end if:~~
- ~~(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and~~
 - ~~(b) the objection or requirement is not withdrawn in that time.~~
- 9.6 ~~If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.~~
- 9.7 ~~General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.~~

MONEY

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) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 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 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must 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 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 section 27 of the **Sale of Land Act 1962** 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.
- 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 (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 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) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) 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 authorised for service on or by a legal practitioner; or
 - (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 section 29M of the **Sale of Land Act 1962**; and~~
- ~~(b) the deposit and all other money payable under the contract (other than any money payable in excess of~~

the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

~~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.

VENDOR STATEMENT
TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE
SALE OF LAND ACT 1962 (VIC) ("the Act")
as at 1 October 2014

LAND

37 The Boulevard, Doncaster VIC 3108

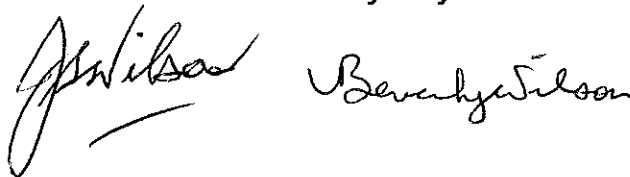
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

The vendor must sign this statement and give it to the purchaser prior to the purchaser signing the contract. The vendor may sign this statement to be given to the purchaser by electronic signature.

VENDOR

John Stuart Wilson & Beverly Beryl Wilson

Signature of the Vendor



DATE OF THIS STATEMENT

15 / 01 / 2014

The Purchaser acknowledges being given this statement signed by the Vendor together with the attached documents before the Purchaser signed any contract.

PURCHASER

Signature of the Purchaser

DATE OF ACKNOWLEDGEMENT

/ / 20__

1. FINANCIAL MATTERS

1.1 Land subject to a mortgage

Applies if 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 to the receipt of rents and profits.

Not Applicable.

1.2 Any Charge

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

Not Applicable.

1.3 Rates, taxes, charges or other similar outgoings

Particulars of any rates, taxes, charges or other similar outgoings affecting the land (and any interest payable on any part of them):

- (a) Their total does not exceed \$8,000.00.
- (b) Are contained in the attached certificate(s).
- (c) There are no charges or outgoings for which the Purchaser may become liable as a consequence of the sale and which the Vendor might reasonably be expected to have knowledge¹, which are not included in items 1.3 (a) or (b) above; other than any amounts specified as follows:

Nil to the knowledge of the Vendor, save for the usual adjustments at settlement.

1.4 Terms Contract

Applies if the land is to be sold pursuant to a terms contract where the Purchaser is obliged to make 2 or more payments² to the Vendor after the execution of the contract and before the Purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

2. INSURANCE DETAILS

2.1 Damage and destruction

Applies if the contract for the sale of land does not provide for the land to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner-Builder

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

Not Applicable.

¹ Other than any GST payable in accordance with the contract.

² Other than a deposit or final payment

3. LAND USE

3.1 Easement, covenant or other similar restriction affecting the land

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

Is set out in the attached copies of title document(s).

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

None to the reasonable knowledge of the Vendor.

3.2 Designated bushfire prone area

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

3.3 Road access

There is access to the property by road.

3.4 Planning scheme

- (a) Is contained in the attached certificate with the required specified information.

4. NOTICES

4.1 Notice, order, declaration, report or recommendation

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

Are contained in the attached certificate(s) and/or statement(s) (if any)

4.2 Agricultural purposes

There are no notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

4.3 Land acquisition

Particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Not Applicable.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years in relation to a building on the land³:

Are contained in the attached certificate (if any)

³ Only required where there is a residence on the land

6. OWNERS CORPORATION

Applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC") DETAILS

Not Applicable

8. SERVICES

The following services are not connected to the land:

- ☐ electricity supply
- ☐ gas supply
- ☐ water supply
- ☐ sewerage
- ☒ telephone services

9. TITLE

Copies of the following documents are attached:

9.1 Registered Title (*Transfer of Land Act 1958*)

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

10. SUBDIVISION

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

This information is not required to be disclosed under section 32 of the *Sale of Land Act 1962* but is included for convenience.

Not Applicable.

12. DUE DILIGENCE CHECKLIST

The Vendor or the Vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available before the land is offered for sale to any prospective purchaser from the time the land for sale that is vacant residential land or land on which there is a residence.

Is attached.

13. ATTACHMENTS

- 13.1 Register Search Statement Volume 9126 Folio 707
- 13.2 Copy of Plan LP117203
- 13.3 Planning Certificate
- 13.4 Planning Property Report
- 13.5 Manningham City Council Land Information Certificate
- 13.6 Yarra Valley Water Information Statement
- 13.7 State Revenue Office Land Tax Clearance Certificate
- 13.8 Manningham City Council Building Certificates 1 & 2
- 13.9 Vicroads Roads Property Certificate
- 13.10 Due Diligence Checklist



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

Page 1 of 1

VOLUME 09126 FOLIO 707

Security no : 124086989024R
Produced 07/12/2020 11:37 AM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 117203.
PARENT TITLE Volume 08921 Folio 997
Created by instrument LP117203 11/02/1976

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JOHN STUART WILSON
BEVERLY BERYL WILSON both of 37 THE BOULEVARDE DONCASTER
K366456 11/05/1983 .

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP117203 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: 37 THE BOULEVARDE DONCASTER VIC 3108

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

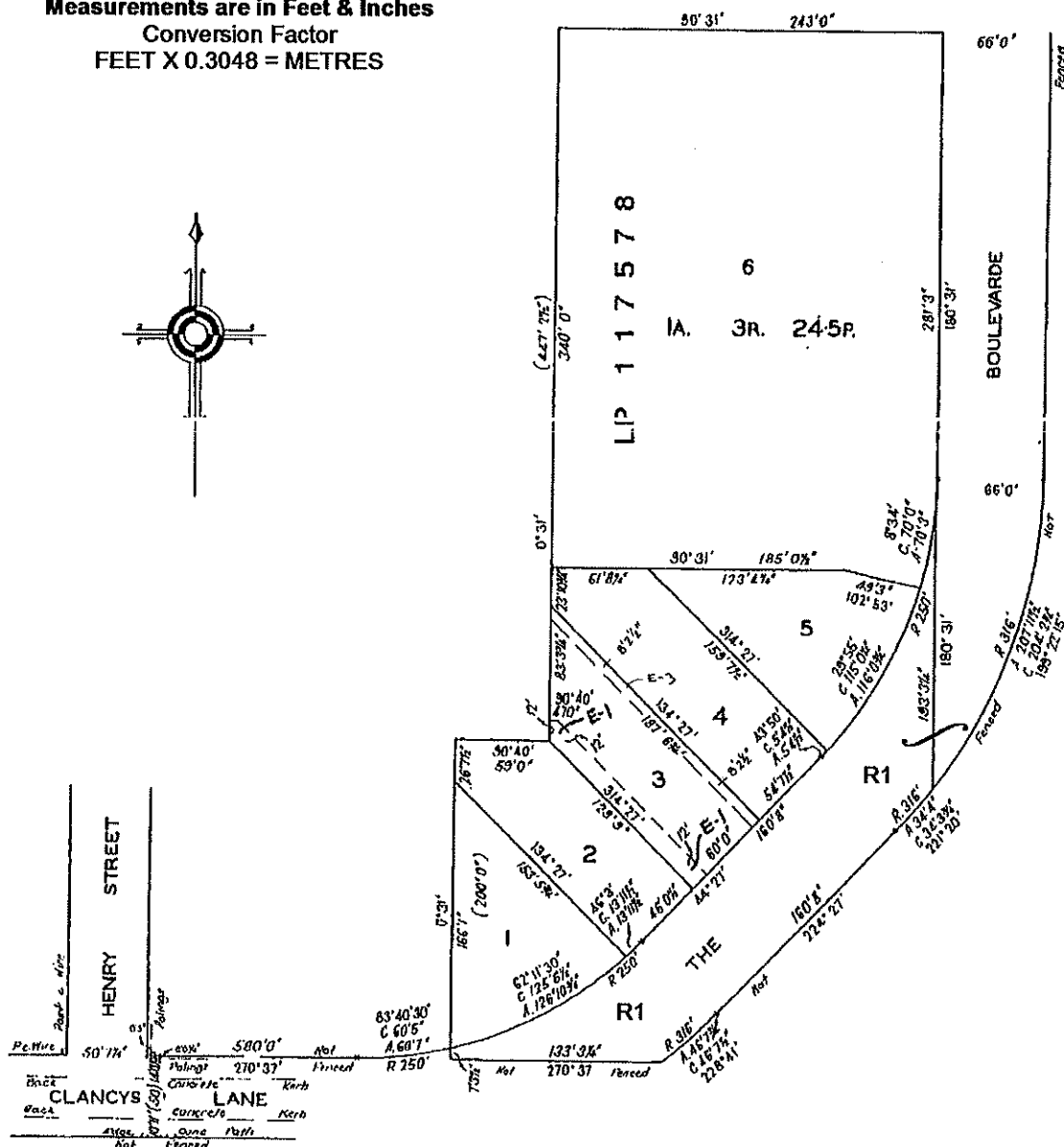
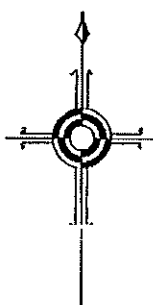
Document Type	Plan
Document Identification	LP117203
Number of Pages (excluding this cover sheet)	2
Document Assembled	07/12/2020 12:08

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

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



PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

702806

APPLICANT'S NAME & ADDRESS

SHARROCK PITMAN C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

WILSON, JOHN STUART

PURCHASER

N/A, N/A

REFERENCE

4545

This certificate is issued for:

LOT 4 PLAN LP117203 ALSO KNOWN AS 37 THE BOULEVARDE DONCASTER
MANNINGHAM CITY

The land is covered by the:

MANNINGHAM PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/manningham>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

07 December 2020

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

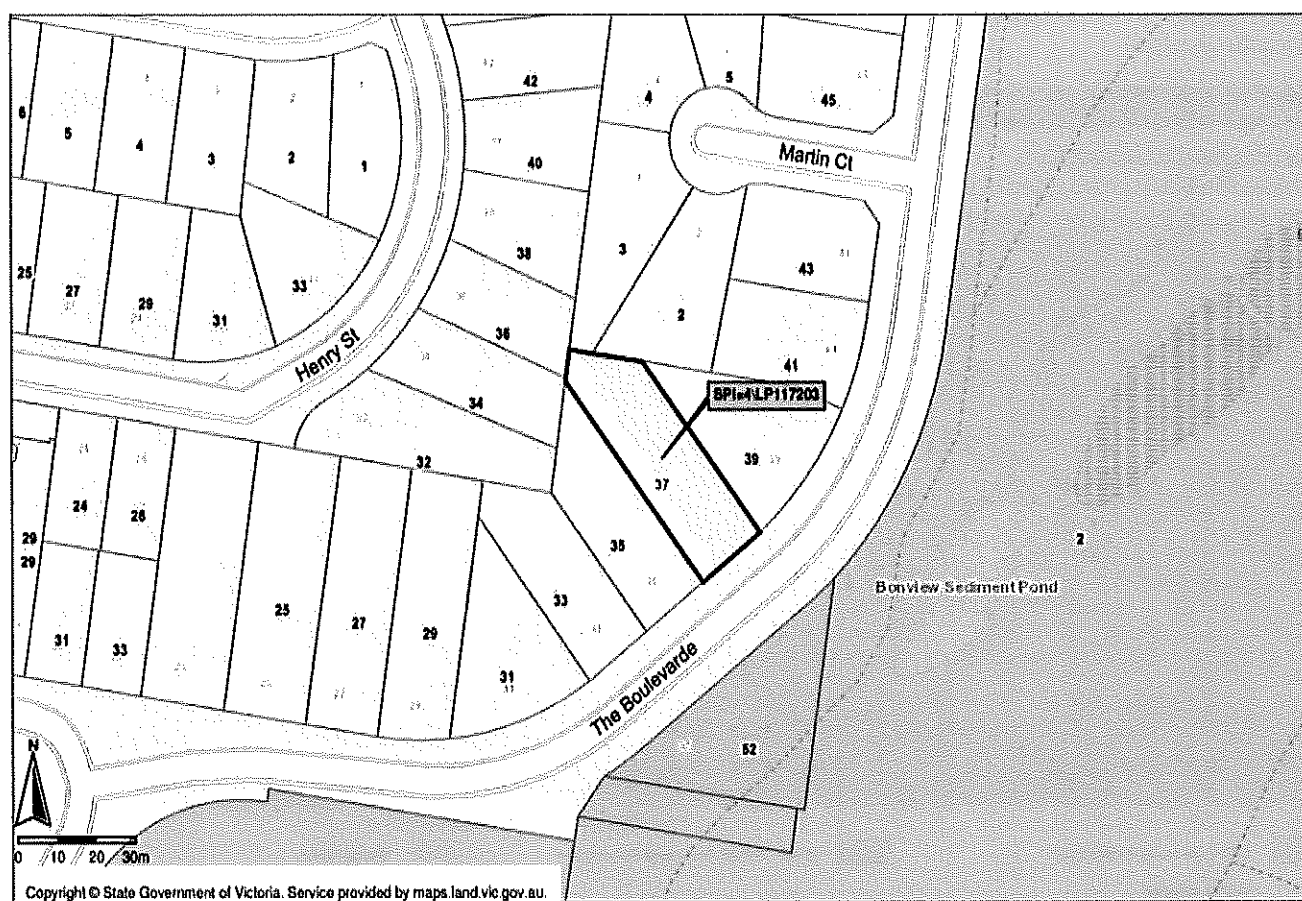
LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 10 December 2020 10:15 AM

PROPERTY DETAILS

Address: **37 THE BOULEVARDE DONCASTER 3108**
Lot and Plan Number: **Lot 4 LP117203**
Standard Parcel Identifier (SPI): **4\LP117203**
Local Government Area (Council): **MANNINGHAM**
Council Property Number: **89880**
Planning Scheme: **Manningham**
Directory Reference: **Melway 33 F10**

www.manningham.vic.gov.au

[Planning Scheme - Manningham](#)

UTILITIES

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

[View location in VicPlan](#)

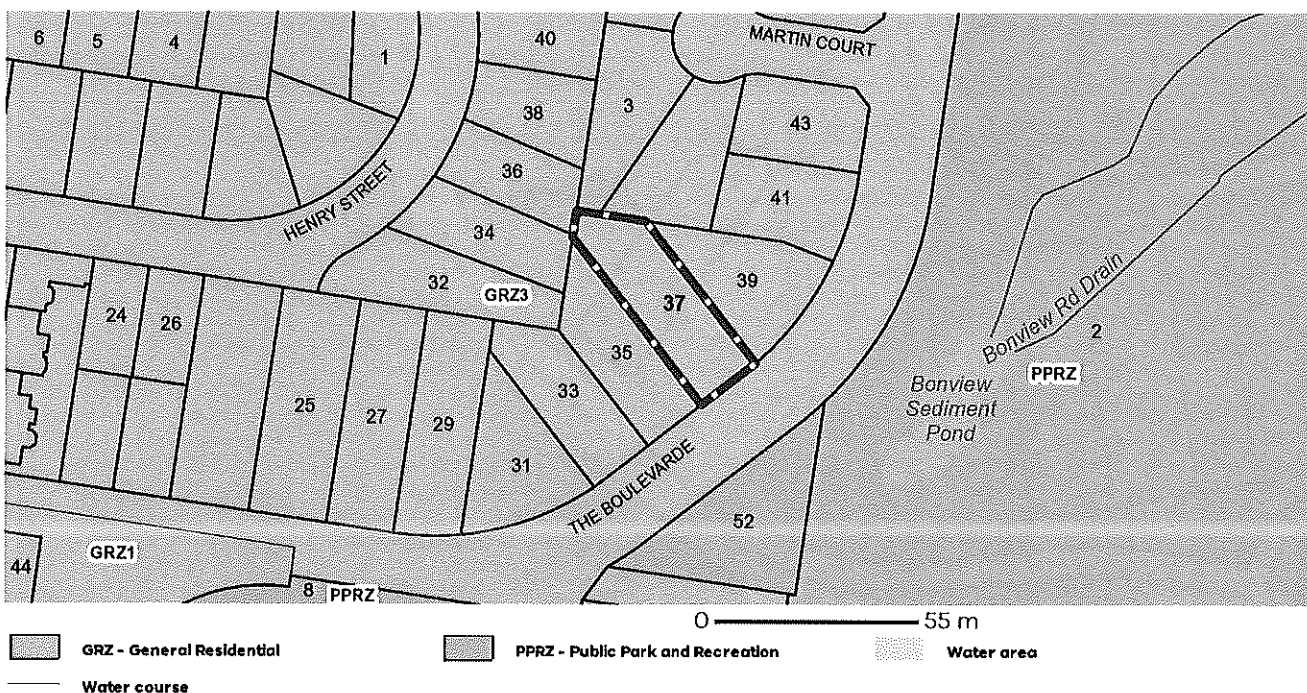
STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**
Legislative Assembly: **BULLEEN**

Planning Zones

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

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



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

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

PLANNING PROPERTY REPORT: 37 THE BOULEVARDE DONCASTER 3108

Page 1 of 5

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

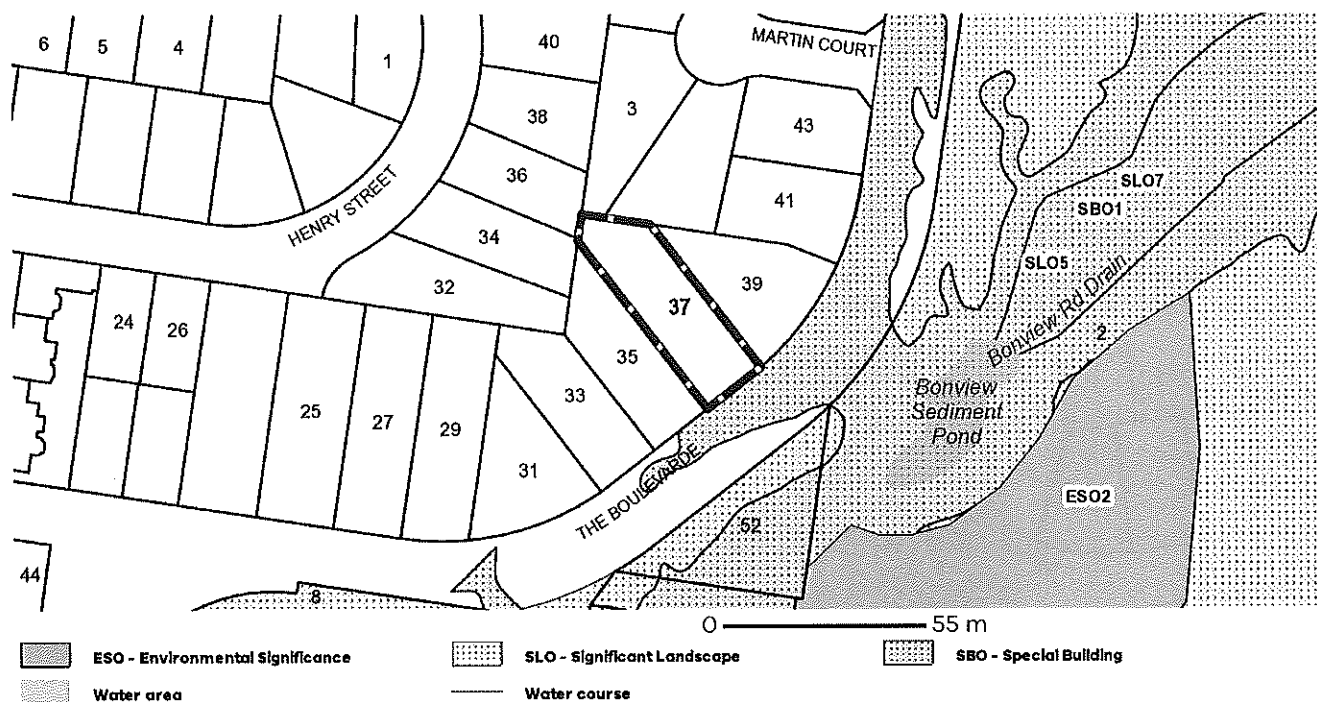
Planning Overlay

None affecting this land - there are overlays in the vicinity

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SPECIAL BUILDING OVERLAY (SBO)



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

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

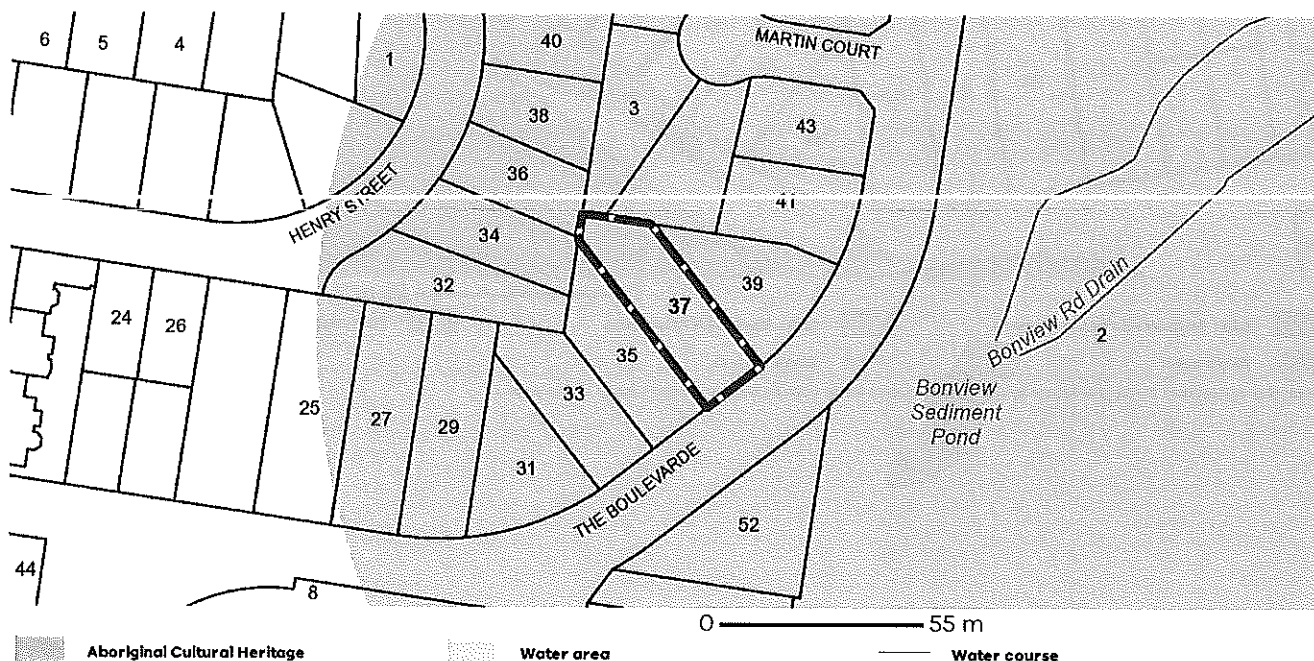
Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to

<http://www.gov.vic.gov.au/govQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018,

can also be found here - <https://www.aboriginal.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 9 December 2020.

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

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

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

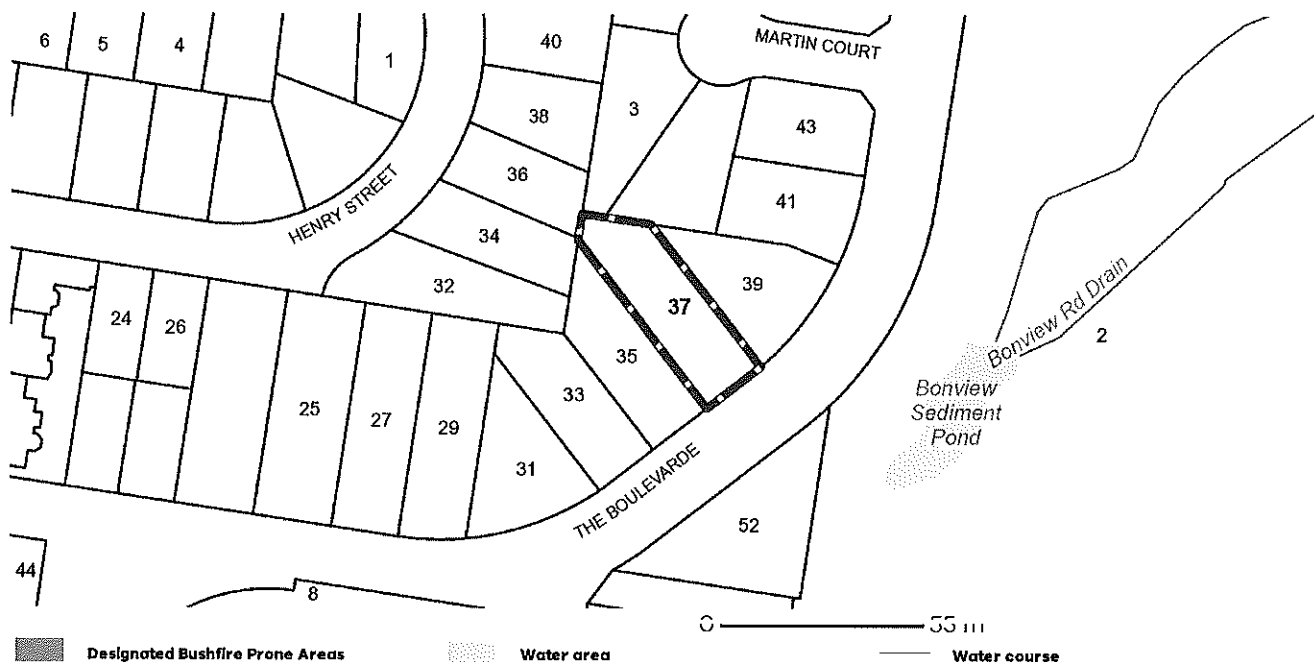
To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

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



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

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

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

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

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

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

LAND INFORMATION CERTIFICATE

Section 229 of the Local Government Act 1989

This Certificate provides information regarding valuation, rates, fire services property levies, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Fire Services Property Levies Act 2012 or under local law or by-law of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Applicant: **Landata**
L1 Casselden Place
2 Lonsdale Street
MELBOURNE VIC 3000

Issue Date: **07/12/2020**

Customer Reference: **4545**

Certificate No: **LICe21/01271**

Agent Reference: **43326213-012-1**

Property No.: **89880**

Property Location: **37 The Boulevard DONCASTER VIC 3108**

Property Description: **Lot 4 LP 117203**

Site Value: **\$1275000** Capital Improved Value: **\$1400000** Net Annual Value: **\$70000**

Level of Valuation: **01-01-2020** Effective Date of Valuation: **01-07-2020**

Rates are levied on the Capital Improved Value. Rate in the \$: **0.00164164**

RATES, CHARGES AND OTHER MONIES For the year ending 30 June 2021

Details of Rates, Fire Services Property Levies, Charges, Outstanding Notices and Works for which a charge has been made:

Rates & Charges		
Arrears	\$0.00	
General Rates	\$2,298.20	
Fire Services Levy	\$188.60	
Standard Waste Service	\$263.50	
Pension Rebate	\$-291.00	
Payments	\$-737.30	
Rates & Charges Balance		\$1,722.00
Total Balance Outstanding		\$1,722.00

PLEASE NOTE: In accordance with Section 175(1), Local Government Act 1989, the owner **MUST PAY** all rates and charges that are current or in arrears which are due and payable.

This certificate may contain important information pertaining to this property on page 2.

You should check with Council's Revenue Services on 9840 9333 prior to settlement to verify total amount outstanding.

BPay payment details are provided on page 2 of certificate.

Property Address: 37 The Boulevard DONCASTER VIC 3108

Property No.: 89880

Certificate No.: LICe21/01271

ADDITIONAL INFORMATION

Flood Level Information

A Flood level has **not** been designated by Council under the Building Regulation 1994, advice on whether a flood level has been determined which affects this property should be sought from Melbourne Water.

Other

THIS PROPERTY IS SCHEDULED FOR A MONTHLY DIRECT DEBIT INSTALMENT ON 15/12/2020& 15/01/2021& 15/02/2021.

PLEASE INSTRUCT VENDOR TO CANCEL DIRECT DEBIT PRIOR TO SETTLEMENT.

Detached Dwelling

Important Notes:

1. This certificate may be updated verbally within the current financial year for up to three (3) months from date of issue. This certificate will not be updated after the end of the financial year in which it was issued. It should be noted that Council will only be held responsible for information given in writing. (i.e. A new certificate - not information provided or confirmed verbally.)
2. Rates, fire services property levies and charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates, fire services property levies and charges is received.
3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.
4. Payments are subject to clearance by the bank.
5. Council declared the rates and charges levied for the period 01/07/2020 to 30/06/2021 on 28 July 2020.
6. In accordance with Section 175 of the Local Government Act 1989, the purchaser must pay at settlement any rates, fire services property levies or charges (including interest) which are due and payable:
 - Instalments due by: 30/09/2020; 30/11/2020; 28/02/2021; 31/05/2021.

For further information, please contact Council's Rates Office on ☎ (03) 9840 9333


Receipt for the sum of \$27.00 being the fee for this Certificate is acknowledged.

I hereby certify that as at the date of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 1989.



Authorised Officer

Payment details:

	Bill Code: 1099
	Ref: 1000898809
Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au	



YARRA VALLEY WATER
ABN 93 056 902 601

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

7th December 2020

Sharrock Pitman C/- InfoTrack C/- LANDATA
LANDATA

Dear Sharrock Pitman C/- InfoTrack C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	37 THE BOULEVARDE DONCASTER 3108
Applicant	Sharrock Pitman C/- InfoTrack C/- LANDATA LANDATA
Information Statement	30567498
Conveyancing Account Number	7959580000
Your Reference	4545

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

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

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

Yours sincerely,

A handwritten signature in black ink, appearing to read "Steve Lennox".

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	37 THE BOULEVARDE DONCASTER 3108
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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



YARRA VALLEY WATER
ABN 93 085 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Encumbrance

Property Address	37 THE BOULEVARDE DONCASTER 3108
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

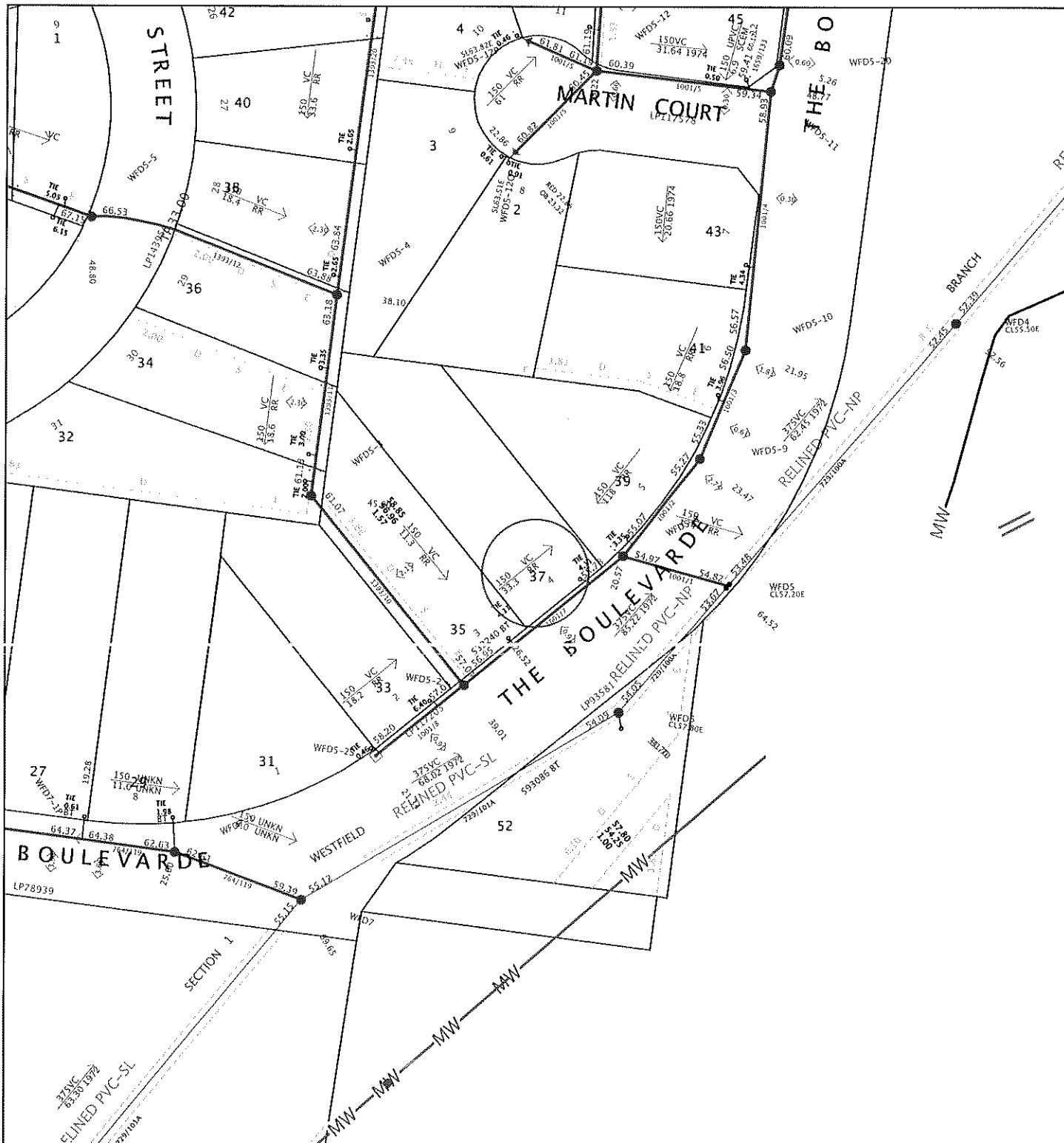
A previous owner of the property executed an indemnity and a copy is attached. (Melbourne Water believes that Clause 216 is historical and may relate to activities once carried out by the Board of Works that are now the responsibility of the Retail Water Company responsible for provision of services to this property.)
















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

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

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

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



Yarra Valley Water Information Statement Number: 30567498	Address		37 THE BOULEVARDE DONCASTER 3108		 Yarra Valley Water ABN 93 066 902 501	
	Date		07/12/2020			
	Scale		1:1000			
						
Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline		Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline		
Easement		Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway		
Abandoned Sewer		Sewer Branch				



YARRA VALLEY WATER
ABN 93 086 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Sharrock Pitman C/- InfoTrack C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 0767220000
Rate Certificate No: 30567498

Date of Issue: 07/12/2020
Your Ref: 4545

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
37 THE BOULEVARDE, DONCASTER VIC 3108	4/LP117203	1333370	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2020 to 31-12-2020	\$19.69	\$0.00
Residential Water Usage Charge <i>Step 1 – 24.000000kL x \$2.64460000 = \$63.47</i> Estimated Average Daily Usage \$0.71	22-07-2020 to 20-10-2020	\$63.47	\$0.00
Residential Sewer Service Charge	01-10-2020 to 31-12-2020	\$115.51	\$0.00
Residential Sewer Usage Charge <i>24.000000kL x 0.939948 = 22.558747 x 0.900000 = 20.302872 x \$1.14260000 = \$23.20</i> Estimated Average Daily Usage \$0.26	22-07-2020 to 20-10-2020	\$23.20	\$0.00
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$0.00
Drainage Fee	01-10-2020 to 31-12-2020	\$26.29	\$0.00

Other Charges:

Interest No interest applicable at this time

No further charges applicable to this property

Balance Brought Forward \$0.00

Total for This Property \$0.00

Total Due \$0.00

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER
RETAIL SERVICES

Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of

this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

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

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Luoknow Street
Mitham Viotoria 3132

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DX 13204

F (03) 9872 1353

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

Property No: 1333370

Address: 37 THE BOULEVARDE, DONCASTER VIC 3108

Water Information Statement Number: 30567498

HOW TO PAY



Bill Code: 314567
Ref: 07672200007



Mail a Cheque with the Remittance Advice
below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount
Paid

Date
Paid

Receipt
Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1333370

Address: 37 THE BOULEVARDE, DONCASTER VIC 3108

Water Information Statement Number: 30567498

Cheque Amount: \$

[Faint signature]

Appln. No.....532241.....

MELBOURNE AND METROPOLITAN BOARD OF WORKS

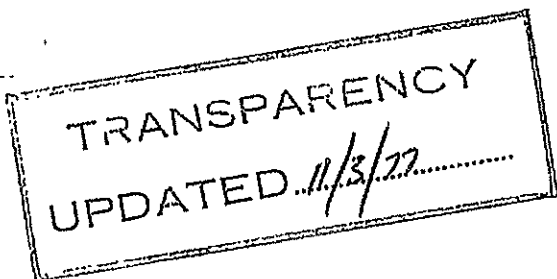
INDEMNITY

(Omission of Reflux Valve)

I/We ..JOHN & CARMEN PATONE.....
(FULL NAMES IN BLOCK LETTERS)

of37 The Boulevard.....Doncaster.....
hereby request the Melbourne and Metropolitan Board of Works to approve the omission of a reflux valve from the property connection drain at the premises known as
and in making such request fully understand that if such reflux valve be omitted a flooding may occur by the flow of sewage to the consequent injury to the premises and the contents thereof, and possibly to the adjoining premises and their contents.

In consideration of the Board giving its consent to the omission of the said reflux valve from the said property connection drain I/We the said.....
for myself/ourselves and my/our heirs, executors, administrators, or assigns hereby undertake and agree to save harmless and keep indemnified the said Board from all actions, causes of action and suit at law, and all costs, expenses, losses, damage or injury which may be caused to the said premises, or to my/our goods, chattels and effects on the premises or to the goods, chattels and effects of any tenant, resident or occupier in or upon the said premises or to the premises, goods, chattels and effects of any adjoining owner or occupier caused by reason of any inflow of sewage or water through the drains and connections to the said sewer in consequence of the omission of the said reflux valve.



Dated this 28th day of February 1977.

Signed by the said John Patone's [Signature]
In the presence of:
L. SARI B. A.
(WITNESS)

..... [Signature]

(Stamps Act 1958, requires that you affix a fifty (50) cent duty stamp)

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / SHARROCK PITMAN

Your Reference: 028214
Certificate No: 40698748
Issue Date: 11 DEC 2020
Enquiries: AXT8

Land Address: 37 THE BOULEVARD DONCASTER VIC 3108

Land Id	Lot	Plan	Volume	Folio	Tax Payable
1931133	4	117203	9126	707	\$0.00

Vendor: BEVERLY WILSON & JOHN WILSON

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JOHN STUART WILSON	2020	\$1,075,000	\$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
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Comments:

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$1,225,000

SITE VALUE: \$1,075,000

AMOUNT PAYABLE: \$0.00

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

Certificate No: 40698748

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 = \$3,575.00

Taxable Value = \$1,075,000

Calculated as \$2,975 plus (\$1,075,000 - \$1,000,000)
multiplied by 0.800 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 40698748

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: 40698748

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax



MANNINGHAM

Enquiries to: Building Dept
Telephone: 9840 9430

08 December 2020

Landata
C/- Victorian Land Registry Services P/L
L1 Casselden Place
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

Your Ref: 4545
Property: 37 The Boulevard DONCASTER VIC 3108
Lot 4 LP 117203

I refer to your request for information dated 07/12/2020 pursuant to Building Regulation 51. Council records indicate the following:

REQUEST FOR INFORMATION REGULATION 51	
Reference Number	BinfW20/01429
Building Permits issued in the preceding ten (10) years	NIL
Details of any current Notices/Orders issued under <i>Building Act</i> :	NIL

Please note:

- Current law requires property owners to ensure all Swimming Pools & Spas are provided with compliant barriers to restrict access by young children, in accordance with the Building Regulations

Yours faithfully

Delegated Officer Manningham Council



Interpreter service
9840 9355

普通话 | 廣東話 | Ελληνικά
Italiano | عربي | فارسی

Manningham Council
699 Doncaster Road (PO Box 1), Doncaster, Victoria 3108
p 03 9840 9333 f 03 9848 3110
e manningham@manningham.vic.gov.au
ABN 61 498 471 081 www.manningham.vic.gov.au



Enquiries to: Building Dept
Telephone: 9840 9430

08 December 2020

Landata
C/- Victorian Land Registry Services P/L
L1 Casselden Place
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

PROPERTY LOCATION: 37 The Boulevard DONCASTER VIC 3108
Lot 4 LP 117203

Further to your recent application please find information detailed below:

REQUEST FOR INFORMATION REGULATION 51 – APPLICATION DETAILS	
Reference Number	BinfW20/01430
Date of lodging request for information	07-12-2020
Description of work	4545
Land liable to flooding or designated land within the meaning of Regulation 153 or 154	No
Subject to termite infestation under Regulation 151	Yes
Subject to significant snowfalls under Regulation 152	No

Please note:

- To determine if the property is affected by a Bushfire Prone Area overlay please visit the following website: <http://services.land.vic.gov.au/landchannel/content/addressSearch>
- Council does not currently have any land for which Bushfire Attack Levels have been specified in the planning scheme. For further information please contact **Statutory Planning** on 9840 9470.
- If this property is within an unsewered area, approval for any building works will be required from Council in accordance with Reg.132. For further information please contact **Public Health** on 9840 9479.

Yours faithfully

Delegated Officer Manningham Council



Interpreter service

9840 9355

普通话 | 廣東話 | Ελληνικά

Italiano | عربي | فارسی

Manningham Council

699 Doncaster Road (PO Box 1), Doncaster, Victoria 3108

p 03 9840 9333 f 03 9848 3110

e manningham@manningham.vic.gov.au

ABN 61 498 471 081 www.manningham.vic.gov.au



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Sharrock Pitman C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 4545

NO PROPOSALS. As at the 7th December 2020, 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®.

37 THE BOULEVARDE, DONCASTER 3108
CITY OF MANNINGHAM

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: 7th December 2020

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 43326213 - 43326213113703 '4545'

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

