

Contract of sale of land

Property: **54 Kananook Avenue, Seaford 3198**

BAILEYTIMMS
L A W Y E R S — EST 1975 —



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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:
..... on/...../20.....

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../20.....

Print name(s) of person(s) signing: PAUL TOPY AND JACOB TOPY
.....

State nature of authority, if applicable:

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

Table of contents

- Particulars of sale
- Special conditions (if any)
- General conditions:
 - 1 Electronic signature
 - 2 Liability of signatory
 - 3 Guarantee
 - 4 Nominee
 - 5 Encumbrances
 - 6 Vendor warranties
 - 7 Identity of the land
 - 8 Services
 - 9 Consents
 - 10 Transfer & duty
 - 11 Release of security interest
 - 12 Builder warranty insurance
 - 13 General law land
 - 14 Deposit
 - 15 Deposit bond
 - 16 Bank guarantee
 - 17 Settlement
 - 18 Electronic settlement
 - 19 GST
 - 20 Loan
 - 21 Building report
 - 22 Pest report
 - 23 Adjustments
 - 24 Foreign resident capital gains withholding
 - 25 GST withholding
 - 26 Time & co-operation
 - 27 Service
 - 28 Notices
 - 29 Inspection
 - 30 Terms contract
 - 31 Loss or damage before settlement
 - 32 Breach
 - 33 Interest
 - 34 Default notice
 - 35 Default not remedied
- "ANNEXURE A" Sale of Land (Public Auctions) Regulations 2014 Sch. 1 - General Rules for the Conduct of Public Auctions of Land
- "ANNEXURE B" Guarantee and Indemnity

Particulars of sale

Vendor's estate agent

Name: **OBRIEN REAL ESTATE - FRANKSTON**

Address: 474 Nepean Highway, Frankston, VIC 3199.....

Email: frankston@obrienrealestate.com.au; andrew.milne@obrienrealestate.com.au

Tel: 03 9781 6666..... Mob: 03 9781 6666..... Fax: Ref: Mr Andrew Milne

Vendor

Name: **PAUL TOPY AND JACOB TOPY**

Address:

Vendor's legal practitioner or conveyancer

Name: **BAILEY TIMMS LAWYERS**

Address: 50 Murrumbeena Road , Murrumbeena VIC 3163 / PO Box 3015, Murrumbeena VIC 3163

Email: maria@baileytimms.com.au

Tel: 03 9544 0077 Fax: N/A..... DX: N/A Ref: MM:84948.....

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's Declaration (special condition 11)

The Purchaser declares that it is:

☐

an Australian resident

☐

A foreign person as defined in the *Foreign Acquisition and Takeovers Act 1975 (Cth)*

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 07631 Folio 191	343	LP019141

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: **54 Kananook Avenue, Seaford 3198**

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

All fixtures and fittings of a permanent nature, including fixed floor coverings, window furnishings, all gas and electrical appliances, electrical light fittings as inspected.

Payment

Price \$

Deposit \$ by / / 20..... (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2 & special condition 14)

is due on / / 20.....

unless the purchaser requires vacant possession at settlement, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of the tenant vacating the property.

Lease (general condition 5.1 & special condition 14)

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

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

☐ a lease for a term ending on / / 20..... with [.....] options to renew, each of [.....] years

OR

☒ a residential tenancy for a fixed term ending on 05 / 12 / 2022

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20 & special condition 10) (**NOT APPLICABLE AT AUCTION**)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date: / / 20.....

Building report (**NOT APPLICABLE AT AUCTION**)

☐ General condition 21 applies only if the box is checked

Pest report (**NOT APPLICABLE AT AUCTION**)

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special Condition 1 – Sale by Auction

If the property is offered for sale by public auction it is subject to the Vendor's reserve price and the rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules. A copy of Schedule 1 General Rules for the Conduct of Public Auctions of Land is annexed to this Contract and marked "Annexure A".

Special Condition 2 – Purchaser Acknowledgements

- 2.1 The Purchaser acknowledges that they are purchasing the property:
- (a) as a result of their own enquiries and inspection and not relying upon any representation made by the Vendor or any other person on the Vendor's behalf;
 - (b) In its present condition and state of repair;
 - (c) Subject to all defects latent and patent, including any contamination by any hazardous substances;
 - (d) Subject to any infestations and dilapidation;
 - (e) Subject to all existing electricity, gas, telephone, water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - (f) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- 2.2 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering into this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering into this Contract.
- 2.3 The Purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
- 2.4 The Purchaser releases the Vendor from all demands, claims, actions, suits, costs and expenses now or later arising in relation any of the matters covered by this clause and indemnifies the Vendor against any claims whatsoever and howsoever arising in relation thereto.

Special Condition 3 - Purchaser to Be Satisfied as To Use

The Purchaser acknowledges that the Vendor does not in any way warrant the use to which the property may be put and the Purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. In particular the use of the property by the Vendor does not of itself mean that such use is a permitted use.

Special Condition 4 - No Warranty as To Use

The Purchasers must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The Vendor gives no warranty as to the conditions relating to the use of the property by the Purchaser or any other party. The Purchasers must satisfy themselves as to the use of the property and all consents required for such use for the Purchaser's purposes. The Purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

Special Condition 5 - Identity of The Land Mistakes and Omissions

An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the Purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the Vendor to amend title or pay any cost of amending title.

Special Condition 6 - Solar Panels

The Purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

- (a) Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the Purchaser;
- (b) The Purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the Purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) The Vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

Special Condition 7 – Swimming Pool or Spa

If a swimming pool and/or spa is constructed on the property, as defined in the Building Regulations 1994 or any rules prescribed by regulation which modify or replace those rules ("the Building Regulations"), and if the swimming pool and/or spa is not fenced or otherwise does not comply with the requirements of the Building Regulations, the Vendor will not be obliged to comply with those regulations either prior to or after settlement date and Purchaser acknowledges and agrees that it shall be the Purchaser's responsibility at his sole cost and expense to construct suitable barriers in compliance with the Building Regulations and to the satisfaction of the responsible authority within the time prescribed in the Building Regulations. The Purchaser must not seek to terminate, rescind or make any objection, requisition or claim for compensation or delay settlement as a result of any non-compliance.

Special Condition 8 – Guarantee and Indemnity

- 8.1 If the Purchaser, including any nominated substitute or co-purchaser, is/are or includes a company other than a company listed on the Australian Stock Exchange, the Purchaser(s) shall deliver to the Vendor an enforceable Guarantee and Indemnity in the form annexed to this Contract and marked "Annexure B" duly executed by each of the Directors of that company together with a current company extract within seven (7) days of the day of sale or seven (7) days of the date of nomination, whichever is applicable.
- 8.2 Failure to comply with this requirement shall constitute a default under this Contract.

Special Condition 9 - Stamp Duty: Purchaser Buying Unequal Interests

If there is more than one Purchaser, it is the Purchaser's responsibility to ensure this Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions). If the proportions recorded in the Transfer differ from those recorded in this Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation. The Purchasers fully indemnify the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner or Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in this Contract. This condition will not merge on settlement.

Special Condition 10 – Amendments to General Conditions

- 10.1 General Conditions 9, 12, 30, 31.4, 31.5 and 31.6 are deleted.
- 10.2 General Condition 20 is replaced with the following:
- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the Lender approving the loan on the security of the property by 5:00pm on the approval date or by 5:00pm on any later date allowed by the Vendor.
- 20.2 If requested by the Purchaser, a request for an extension of time to obtain loan approval must be served by written notice on the Vendor or the Vendors Legal Practitioner by 5:00pm on the approval date or by 5:00pm on any later date allowed by the Vendor. If the Purchaser fails to give a written notice as required by and within the time specified, the contract will be deemed as proceeding unconditionally as to loan approval.
- 20.3 The Purchaser may end the contract if the loan is not approved by 5:00pm on the approval date or by 5:00pm on any later date allowed by the Vendor, but only if the Purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan from the Lender, on the Vendor by 5:00pm on the approval date or by 5:00pm on 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.
- In the event that the Purchaser seeks to end the contract pursuant to general condition 20 then the Purchaser shall be deemed not to have satisfied the requirements of the general condition until the Purchaser has provided to the Vendor *inter alia* an original letter from the Lender which is addressed to the Vendor or the Vendor's Solicitor which verifies that the Purchaser has complied fully with the requirements of paragraphs (a) and (b) of the general condition and the Purchaser or the Purchaser's Lender provide to the Vendor such other evidence of compliance which the Vendor may reasonably require.
- 20.4 All money must be immediately refunded to the purchaser if the contract is ended.
- 10.3 General Condition 32(c) is added:
- 32(c) All reasonable expenses incurred by the Vendors Legal Practitioner or Conveyancer calculated on a solicitor-client basis and any consultants' expenses reasonably incurred by the Vendor.

Special Condition 11 – Foreign Purchaser

11.1 Definitions

In this special condition 11:

- (a) FIRB means the treasurer of the Commonwealth of Australia;
- (b) FIRB Act means the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*; and
- (c) FIRB Approval means a statement that there are no objections by or any necessary consent or approval from FIRB under the FIRB Act or in compliance with the foreign investment policy of the Commonwealth of Australia.

11.2 Warranty

- (a) If in the Particulars the Purchaser has indicated it is an Australian resident then the Purchaser warrants that the Purchaser:
 - (i) is not required to provide notice of the entering into of this Contract or the purchase of the Property to the Foreign Investment Review Board or any other Authority; and
 - (ii) does not require any FIRB Approval to enter into this Contract.
- (b) If in the Particulars the Purchaser has indicated it is a foreign person as defined in the FIRB Act then:

- (i) settlement of this Contract is conditional on either the Purchaser obtaining FIRB Approval for its purchase of the Property or the Vendor obtaining pre approval for the development;
- (ii) the Purchaser warrants to the Vendor that:
 - (A) the Purchaser has disclosed all information necessary to obtain FIRB Approval to the Purchaser's Solicitor; and
 - (B) the Purchaser's Solicitor has advised the Purchaser that the Purchaser is likely to obtain FIRB Approval;
- (iii) the Purchaser must lodge its application for FIRB Approval with FIRB for its approval within 10 Business Days after the date of this Contract and must pursue FIRB Approval diligently;
- (iv) the Purchaser must keep the Vendor's Solicitors fully informed of the progress of the application for FIRB Approval and in particular it must, within 2 Business Days after receiving FIRB Approval, refusal of FIRB Approval, or other communication from FIRB:
 - (A) notify the Vendor's Solicitors in writing of the consent, refusal or other communication; and
 - (B) give the Vendor's Solicitors a copy of the consent, refusal or other communication, or full particulars in writing if the consent, refusal or other communication is given orally;
- (v) the condition in paragraph 10.2(b)(i) is satisfied on the earlier of the date FIRB Approval is given and the date Pre Approval is given; and
- (vi) if the condition in paragraph 10.2(b)(i) is not satisfied by the date 90 days after the Day of Sale then either party may rescind this Contract by written notice to that effect to the other party's solicitors.

11.3 Indemnity

If the warranty in or any information provided by the Purchaser under special condition 10.2 is untrue in any respect, the Purchaser must indemnify the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on that warranty or information when entering into this Contract or subsequently acting in reliance on that warranty or information.

11.4 Non merger

This special condition 10 will not merge on the transfer of the Land but will continue to have full force and effect.

Special Condition 12 – Breach / Default

The Vendor gives notice to the Purchaser and the Purchaser hereby agrees and acknowledges that should the Purchaser fail to complete the purchase of the property by the due date under this Contract, the Vendor will or may suffer, including but not limited, to the following losses and expenses which the Purchaser would be required to pay, in addition to the interest payable in accordance with the terms of the Contract:

- (a) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date of settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Storage and transport costs of the Vendor's furniture and other possessions;
- (e) Penalties and expenses payable by the Vendor through any delay in completion of the Vendor's purchase of another property;
- (f) Additional legal fees and expenses incurred in advising the Vendor of the Purchaser's inability to settle, advice regarding Vendor's rights to penalty interest and rescission, communications with Purchaser's representative and such other attendances as may be required;
- (g) Additional legal fees of \$900.00 plus GST being the reasonable cost for each and every Notice of Default and/or Notice of Rescission prepared and served on the Purchaser;
- (h) all other reasonably foreseeable loss and/or expenses incurred by the Vendor as a result of the Purchaser's breach without prejudice to any other rights that the Vendor may have in respect of the Purchaser in relation to such default and in particular without prejudice to the Vendor's rights to terminate this Contract.

Special Condition 13 - Cancelling and Rescheduling of Settlement

The Purchaser will be liable for payment of the Vendor's legal costs associated with cancellation and/or rescheduling of settlement but only if the cancellation and/or rescheduling of settlement is due to the Purchaser being unable to settle on the settlement date under the Contract. The Purchaser will be liable for \$200.00 plus GST per cancellation and/or rescheduling as required and requested by the Vendor's Representative but only if the cancellation and/or rescheduling is due to the Purchaser being unable to settle on the settlement date under the Contract.

Special Condition 14 – Lease

This contract is subject to a lease. If the purchaser requires vacant possession at settlement, then the purchaser must notify the vendor in writing that they require vacant possession at settlement within seven (7) days of the day of sale or the date the contract becomes unconditional, whichever is later, so that the vendor may give the tenant a notice to vacate pursuant to *Residential Tenancies Act 1997*, otherwise the contract is subject to lease.

In the event that the purchaser requires vacant possession at settlement, the settlement date must occur the 14th day after the vendor gives notice in writing to the purchaser of the tenant vacating the property.

Special Condition 15 – Severability

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

Special Condition 16 - References to Statutes

In this contract a reference to a statute, ordinance, code or other law includes any regulations and other instruments made under it and any consolidations, amendments, re-enactments or equivalent provision in any replacement of any of them occurring at any time before or after the date of this contract.

Special Condition 17 - Whole Agreement

This Contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this Contract or arise between the parties pursuant to any collateral or other agreement and the Purchaser shall not be entitled to rely on any representations made by the Vendor or their agents except such as are made conditions of this Contract.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “electronic signature “ means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;

- (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use 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.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring 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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. 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.

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land 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.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

- 14.11 For the 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.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential 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 general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be

required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner 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.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes

entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and

- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
 - 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
 - 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
 - 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
 - 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

"ANNEXURE A"

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014

Schedule 1

General Rules for The Conduct of Public Auctions of Land

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

"ANNEXURE B"

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale 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 said 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 (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- 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 hereunder 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:

Purchaser:

Guarantor:

IN WITNESS WHEREOF the said Guarantors have set their hands and seals

this day of 2021.

SIGNED SEALED AND DELIVERED by)
the said Guarantor/s)
in Victoria in the presence of:)

Witness:

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	54 Kananook Avenue, Seaford 3198	
Vendor's name	Paul Topy	Date / /
Vendor's signature		
Vendor's name	Jacob Topy	Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.
- (b) The Purchaser will be liable for municipal, water, sewerage drainage rates and charges from the date of occupation or settlement, whichever is applicable.
- (c) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the Purchaser.

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

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

Unless contained in the attached certificates or statements, to the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. However, the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☒

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are as follows:

Unless contained in the attached certificates and/or statements, none to the Vendors knowledge. However, the Vendor has no means of knowing all decisions (including any proposed Owners Corporation levies) of the relevant authorities unless such decisions have been communicated to the Vendor.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Unless contained in the attached certificates and/or statements, none to the Vendors knowledge. However, the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

4.3 Compulsory Acquisition

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

Unless contained in the attached certificates and/or statements, none to the Vendors knowledge. However, the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

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

13. ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 07631 FOLIO 191

Security no : 124089027805A
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LAND DESCRIPTION

Lot 343 on Plan of Subdivision 019141.
PARENT TITLE Volume 06949 Folio 702
Created by instrument 2328339 17/08/1950

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
PAUL TOPY of 38 BERNARD STREET CHELTENHAM VIC 3192
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
JACOB TOPY of 38 BERNARD STREET CHELTENHAM VIC 3192
AB522263A 30/08/2002

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF640557M 11/02/2008
ST. GEORGE BANK LTD

COVENANT 2328339 17/08/1950

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 LP019141 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: 54 KANANOOK AVENUE SEAFORD VIC 3198

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

DOCUMENT END

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492697

GAVIN LAVER

2328339

FREEHOLD



TRANSFER OF LAND

LODGED
17 AUG 1950
P.O.T.

To The Registrar of
Titles
Please register
transfer from &
land new title to
from him when
such title issues
Mould & Mould

16/1/50



Subscribed
6949-702 pt

Under an order

has not been

transferred to the 702

into which

The said Tenants

17/1/50

13. 2. 50

End B 21/1/50

We JOHN KIRKWOOD of Clarendon Street South Melbourne Importer
and WILLIAM CHALLIS McCULLOCH of 2 Chaucer Avenue East Malvern
Engineer being registered as joint proprietors of an estate in
fee simple in the land hereinafter described subject to the
encumbrances notified hereunder IN CONSIDERATION of the sum of
EIGHTY FIVE POUNDS paid to us by LOUISE FIELD of 52 Durham Road
Surrey Hills Widow DO HEREBY TRANSFER to the said Louise Field
all our estate and interest in all that piece of land being Lot
343 on Plan of Subdivision Number 19141 lodged in the Office of
Titles being part of Crown Allotment Fifty Section A Parish of
Frankston County of Mornington and being part of the land com-
prised in Certificate of Title Volume 6949 Folio 1389702 and the
said Louise Field for herself her heirs executors administrators
and transferees registered proprietor or proprietors for the
time being of the land hereby transferred HEREBY COVENANTS with
the said John Kirkwood and William Challis McCulloch their and
each of their respective heirs executors administrators and trans-
ferees registered proprietor or proprietors for the time being of
the land now comprised in the said Certificate of Title other
than the land hereby transferred that she or they will not at any
time hereafter excavate carry away or remove or permit to be ex-
cavated carried away or removed any earth clay stone gravel or
sand from the said land hereby transferred except for the purpose
of excavating for the foundations of any building to be erected
thereon AND IT IS HEREBY REQUESTED that the foregoing covenant
shall run at law and in equity with the said land hereby trans-
ferred and shall appear as an encumbrance on the Certificate of
Title to issue therefor.

DATED this eleventh day of August One thousand
nine hundred and fifty

SIGNED by the said JOHN KIRKWOOD
in Victoria in the presence of

John Kirkwood

John Kirkwood

A COMMISSIONER FOR TAKING
DECLARATIONS AND AFFIDAVITS
UNDER THE EVIDENCE ACT 1928

IMAGED

10/1/50
20/1/50

SIGNED by the said WILLIAM CHALLIS)
McCULLOCH in Victoria in the)
presence of)

Chas Challis
Solicitor Melbourne

Wm McCulloch

SIGNED by the said LOUISE FIELD in)
Victoria in the presence of)

Louise Field
Solicitor
Melbourne

Louise Field

ENCUMBRANCES REFERRED TO

R ~~As to the land colored green - the drainage easement created
by Instrument of Transfer 1313371 in the Register Book.~~

DATED

11th August 1950

MR. J. KIRKWOOD and
MR. W. C. MCCULLOCH

to

MRS. L. FIELD

TRANSFER OF LAND

GAVIN LAWER, M.A., LL.M.,
Solicitor,
456 Little Collins Street,
MELBOURNE.

I CERTIFY

that a Memorial of the within Instrument No. *2328339* !
was entered on the *17 Aug 1950*
in the Register Book Vol. *6949* Fol. *702* !

H. Newison

Assistant Registrar of Titles

12

X

DATED

Imaged Document Cover Sheet

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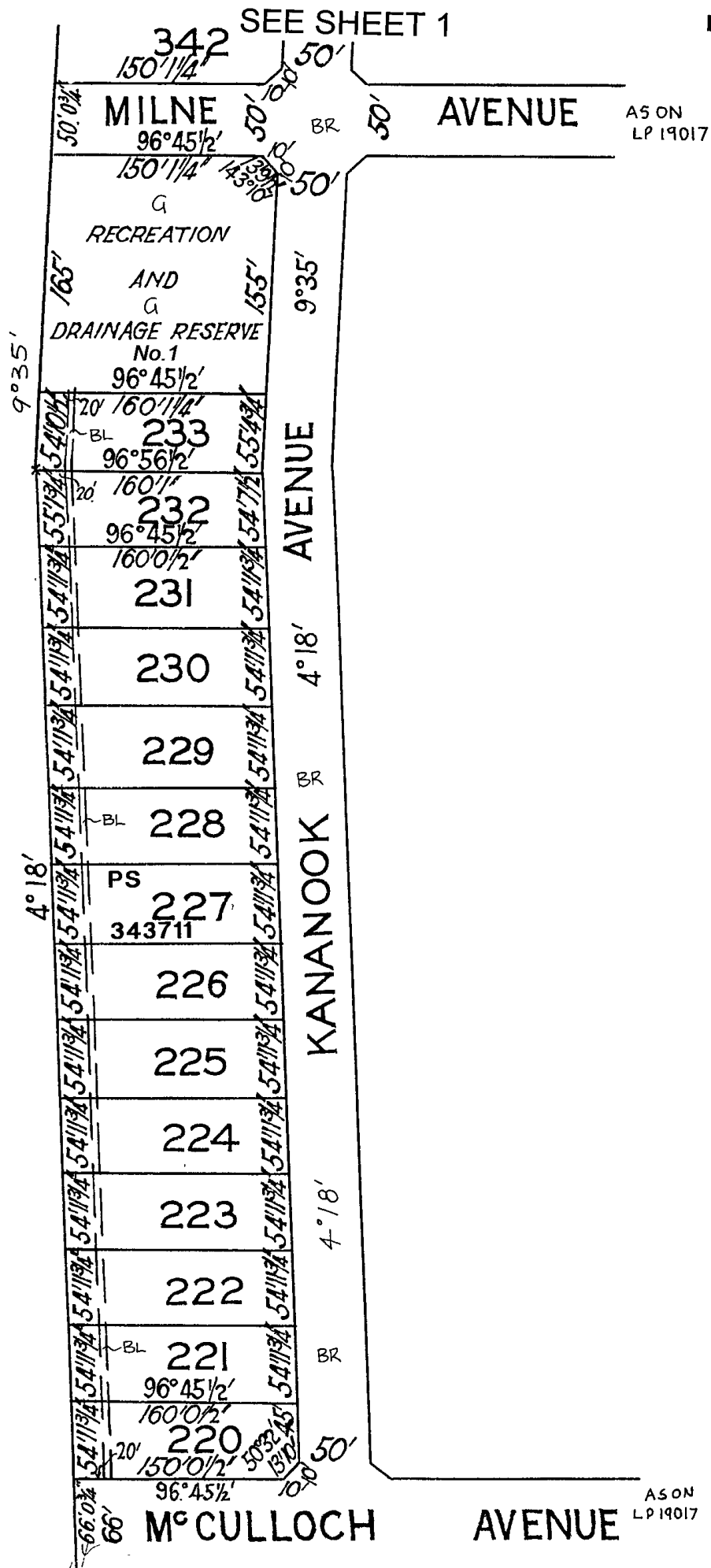
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Document Identification	LP019141
Number of Pages (excluding this cover sheet)	2
Document Assembled	31/03/2021 15:12

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2 SHEETS
SHEET 1



2 SHEETS
SHEET 2



Residential Tenancy Agreement

54 Kananook Avenue Seaford, Vic 3198

Hockingstuart Frankston

Natalia Spadlo
nspadlo@hockingstuart.com.au

Sharon Jackson

Schedule

Item 1. Date of Agreement

Date 12 October 2020

Item 2. Landlord

Name Paul & Jacob Topy
Address C/- 2/13 Playne St Frankston 3199

Item 3. Agent

Name Hockingstuart Frankston
Territory Head Office 2/13 Playne St Frankston 3199

Item 4. Tenant(s)

Name Sharon Jackson
Address 54 Kananook Avenue Seaford, Vic 3198

Item 5. Premises

Address 54 Kananook Avenue Seaford, Vic 3198

Item 6. Rental

Amount \$800 per fortnight
Payable Fortnightly on Wednesday

Item 7. Rent increase**Item 8. Rental payments**

Via Rental Rewards

Item 9. Bond

Amount \$1,695.00 - Currently held with the RTBA

Item 10. Urgent repairs

The Landlord authorises the Agent to undertake urgent repairs up to \$1800.00 Telephone number for urgent repairs: 9781 1488

Item 11. Term of the lease

Term 24 Calendar Months

Item 12. Commencement date

Date 06 December 2020

Item 13. Termination date

Date 05 December 2022

Terms and Conditions

1. This Agreement

is made on the date specified in the Schedule hereto between the Landlord whose name and address is specified in the Schedule whose agent is specified in the Schedule and the Tenant whose name and address is specified in the Schedule.

Premises and Rent

The Landlord lets to the Tenant the premises specified in the Schedule together with those items indicated in the Schedule, for which the RENTAL shall be the amount specified in the Schedule of which the first instalment is payable on the date specified in the Schedule and payable by the Tenant to the party specified in the Schedule

Bond

The Tenant shall pay a bond of the amount specified in the Schedule to the Landlord / Agent on or before the signing of this Agreement.

In accordance with the Residential Tenancies Act 1997 the Landlord / Agent must lodge the bond with the Residential Tenancies Authority within 5 business days of receiving the bond.

Fixed term tenancy

The term of this Agreement shall be specified in the Schedule commencing on the date specified in the Schedule and ending on the date specified in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy

or

Periodic tenancy

This Agreement shall commence on the date specified in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

2. Condition of the Premises

The Landlord shall make sure that the premises are maintained in good repair.

3. Damage to the Premises

- (a) The Tenant shall make sure that care is taken to avoid damaging the premises.
- (b) The Tenant shall give notice to the Landlord of any damage to the premises as soon as the Tenant becomes aware of the damage.

4. Cleanliness of the Premises

- (a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter in to occupation of the premises.
- (b) The Tenant shall keep the premises in a reasonably clean condition during the period of Agreement.

5. Use of Premises

- (a) The Tenant shall not use or allow the premises to be used for any illegal purpose.
- (b) The Tenant shall not use or allow the premises to be used in such a manner as to cause a nuisance.

6. Quiet enjoyment

The Landlord shall take all reasonable steps to make sure that the Tenant has quiet enjoyment of the premises.

7. Assignment or sub-letting

- (a) The Tenant shall not assign or sub-let the whole or any part of the premises without the consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.
- (b) The Landlord shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred in relation to the preparation of an assignment in writing of this Agreement.

8. Residential Tenancies Act 1997

Both parties to this Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to Part 2 of the Residential Tenancies Act 1997 for further rights and duties).

Additional terms

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this Section.

9. Water consumption & utilities

The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

10. Condition report

The Tenant acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Agent within 3 business days after entering into occupation of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.

11. Insurance

The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the Tenant shall pay the Landlord all increased premiums and all other expenses incurred as a consequence of any breach of this term.

The Tenant agrees to pay the Landlord any excess amount charged or any additional premium charged by the Landlord's Insurance Company [to the extent the Landlord elects to have this insurance in place and use it for the tenant responsible damage] as a result of any damage that has been caused by the Tenant, or by anyone on the premises with the consent of the Tenant that is covered under the insurance policy.

12. Tenant's contents insurance

The Landlord is not responsible to insure the Tenants' possessions. The Landlord's insurance policy covers only the building plus any fixtures and fittings. With the ever-increasing incidence of burglary and theft, it is strongly recommended that the Tenant take out Content's Insurance cover. The Landlord accepts no responsibility for stolen, misplaced or damaged personal belongings kept inside or outside the rented premises. This includes but is not limited to items stored in vehicles in common car parking areas.

13. Indemnity

The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or anyone on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the Tenant.

The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant or the Tenant's servants, agents and/or invitees.

14. Reporting defects & Liability

The Tenant shall notify the Landlord or Agent immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.

15. Use of Premises

The Tenant shall not use the premises for any purpose other than for residential purposes without the written consent of the Landlord.

16. Alterations to Property

The Tenant shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the Landlord or Agent. Adhesive tape and blu tak are forbidden at all times.

17. Light globes to be replaced by Tenant

The Tenant shall at the Tenant's expense replace all light tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

18. Pets

The Tenant shall not keep any animal, bird or pet in the premises without the written consent of the Landlord.

19. Garden [where applicable]

The Tenant agrees to fully and regularly maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests. This includes regular mowing of the lawn and nature strip.

The Tenant shall also regularly water the garden in accordance with water restrictions at the time.

20. Rubbish

The Tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for this purpose (if any). The Tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

21. Hanging clothes

The Tenant shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.

22. Kerosene & oil heaters not permitted

The Tenant shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.

23. Mechanical repairs not to be carried out

The Tenant agrees not to carry out any mechanical repairs or spray painting on any motor vehicles, boats or motorcycle in or around the property including common property. The Tenant also agrees to be fully responsible for the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situated to their original condition forthwith.

24. Repairs

All NON URGENT maintenance requests must be submitted in writing either by fax or email to the agent.

Please note that all reasonable steps must be taken to notify the Agent of any URGENT repairs during business hours on the office number or by contacting your Property Manager directly on mobile.

25. Smoke alarms

(a) The smoke alarms in the property will be checked annually by a professional smoke alarm company appointed by the Agent or Landlord unless otherwise stated.

(b) Tenants should not tamper with the smoke alarm as otherwise this will invalidate the latest service

(c) Tenants must however check that the smoke alarm is operating and they can do this by pressing the button on the smoke alarm for at least 10 seconds and ensuring it beeps. This should be done weekly.

(d) Tenants must immediately notify the Agent of any smoke alarm that does not sound and confirm this advice to the Agent in writing on the same day.

(e) If the Tenant removes the battery or the alarm or any way damages the alarm, they will be held liable and required to pay for the cost on reinstatement.

26. Locks & keys

The Landlord acknowledges the Tenant's right to change the locks at the rental property providing a duplicate key is given to the Landlord or Agent. The Tenant acknowledges that whilst all due care and attention has been taken, the Landlord or Agent cannot guarantee that all keys to the property were returned by previous occupants. To ensure total security, it is our recommendation that the barrels in all locks be replaced.

The Agent is not legally obligated to hold or provide a spare key.

27. Blockages caused by misuse

The Tenant shall hereby pay the cost of clearing any pipe, drain, toilet or sewage blockages belonging to the premises caused by misuse by the tenant or their visitors.

28. Cheques

If you wish to pay by cheque you may do so by banking a cheque directly at the bank and ensuring it clears by the rent due date. Please do not post to the Agent.

The Tenant hereby agrees that should any rent cheque be presented again or 'refer to drawer', the tenant shall within 24 hours pay the rental amount in full by bank cheque or cash and will reimburse the bank charge.

29. Receipts

If you require a receipt for your rent payment please email your Agent and a computer ledger will be emailed to you.

30. Change of tenants during the tenancy & sub letting

The Tenant acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises during the term of this Agreement, and that any change in those occupying the premises must be immediately reported to the Agent in writing.

A prospective tenant must not move into the property without first completing and submitting an application to the Agent to be approved by the Landlord.

In the event that a tenant or tenants vacate/s during the course of the tenancy and irrespective of whether or not another (new) tenant is found in their place, an administration cost will be charged and is payable to the agent by the tenant/s

31. Lease break - Breach of Fixed term

In the event that the Tenant needs to vacate the premises prior to the expiry of this Agreement [and prior to the Diplomatic Clause coming into effect], the Tenant agrees to immediately advise the agent in writing and pay the re-letting costs as follows:

- (a) pro rata leasing fee (regardless of who found the tenant)
- (b) all rental payable up to the commencement of any new tenancy or up to the expiry date of the current lease, whichever comes first. Rent must continue to be paid one month in advance as per this lease agreement.
- (c) any advertising incurred

32. Rent increase

In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the Landlord may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least 60 days' notice of the increase

33. 'For Lease' & 'For Sale' boards & Access to Property

The Tenant shall allow the Landlord or Agent to put on the premises a notice or notices 'For Lease' during the last month of the term of this Agreement.

The Tenant shall also allow the Landlord or Agent to put on the premises a notice or notices 'For Sale' or 'Auction' at any time during the term of this Agreement and permit access to the premises by the Landlord or Agent to present the property to prospective purchasers or tenants upon 24 hours' notice or by Agreement with the Tenant and the Landlord or the Landlord's Agent.

34. Owners Corporation Rules [where applicable]

The Tenant agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation (formerly Body Corporate) as the case may be, in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the Subdivision (Owners Corporation) Regulation, if not amended, apply to all Owners Corporations.

The Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

35. Amendments by Agreement & In writing

This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

36. Tenant wishes to vacate

If the Tenant wishes to vacate the premises at the expiration of this Agreement the Tenant shall give the Landlord or Agent written notice of the Tenant's intention to vacate 28 days prior to the expiration of this Agreement. Notice given by email will be accepted but not by SMS.

37. Tenant intends to leave when the lease ends

If the Tenant remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Tenant must give written notice of the Tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.

38. Return of keys

The Tenant must return all keys, security swipes/fobs and remote controls to the agent when the tenant vacates the premises. The tenant's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned.

39. Tenant must not use bond as last months rent payment

The Tenant acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the Tenant shall not refuse to pay rent on the grounds that the Tenant intends to regard as rent paid by the Tenant, the bond or any part of the bond paid in respect of the premises. The Tenant acknowledges that failure to abide by this section of the Act renders the Tenant liable to a penalty of \$1000.

40. Carpet steam cleaning

The TENANT agrees to have the carpets professionally steam cleaned at the end of the tenancy and provide the agent with a receipt as proof. If the tenancy last for more than 12 months, the TENANTS agree to have the carpets cleaned at least once a year to maintain them in a clean and presentable manner.

41. Bond lodgement & Bond refund

The Tenant acknowledges that the bond paid under this tenancy Agreement has been deposited in accordance with the requirements of the Residential Tenancies Act 1997 with the Centralised Bond Authority. The Tenant acknowledges having been advised that the refund of the bond at the end of the tenancy can only be achieved by signing and lodging a Bond Claim form with the Centralized Bond Authority or electronically through the RTBA.

42. Fixed term tenancy notice

The Tenant acknowledges the right of the Landlord under the Residential Tenancies Act 1997 to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

43. General & Miscellaneous

The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenants' purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

No consent or waiver of any breach by the Tenant or the Tenants' obligations under the Residential Tenancies Act 1997 shall prevent the Landlord from subsequently enforcing any of the provisions of this Agreement.

44. No smoking

The tenants agree and are aware that there is to be absolutely no smoking inside the premises and if smoke damage is caused by the tenants or the tenants visitors be it smell or discolouration to walls or ceilings, that any fixtures or fittings will need to be replaced or repaired at full cost by the tenants.

45. Electronic communications

(a) I acknowledge that in accordance with the Electronic Transactions (Victoria) Act 2000, the AGENT may send some Notices via electronic means; this AGREEMENT included, and I agree that this is a valid form of notice in writing in accordance with the Act.

(b) I acknowledge that the contact details provided to the AGENT will be used by the AGENT for the purposes outlined above and that it is my responsibility to notify the AGENT, in writing; of any changes in their contact details and that any failure to do so shall not render notice invalid.

(c) By signing this AGREEMENT, I agree to and consent to the use of electronic communications in accordance with the Electronic Transactions (Victoria) Act 2000.

(d) I further acknowledge that I'm entering into a binding agreement if the contract is signed by electronic signature.

46. Pets

The Landlord hereby agrees to the Tenant keeping one (2) dogs at the property.

The Tenant hereby acknowledges that should the pet become a nuisance or there is a complaint lodged, then the said pet may need to be relocated from the property.

Should the pet cause any damage to the interior fixtures or fittings or surrounding area of the property, the Tenant agrees to rectify this immediately at their own cost.

Any carpeted areas shall be professionally steam cleaned by the Tenant when the property is vacated.

The property must also be flea bombed and a receipt provide to the agent. The flea bombing is essential as fleas lie dormant until a property is re-occupied.

Furthermore, if any carpets or floors are urinated on, the floor may need to be replaced (at the tenants cost) as pet urine contains ammonia and this carries through and cannot be removed.

47. Garden

The TENANTS agree to maintain the garden which requires weeding of garden beds, removal of any debris and leaves and generally keeping it neat and tidy. The TENANTS must also water the garden in accordance with the water restrictions. Photos have been taken at the commencement of the tenancy.

☒ [X] I hereby acknowledge that I have read and understood the above conditions. (Sharon Jackson)

Electronic Signatures

Sharon Jackson

- this is an approved, digital representation of the signature -

Sharon Jackson

12 October 2020, 3:20 pm

Email: to*****.com

Natalia Spadlo

- this is an approved, digital representation of the signature -

Natalia Spadlo

Hockingstuart Frankston for and on behalf of the Landlord

12 October 2020, 3:59 pm

Email: ns*****.au

Audit trail

12 October 2020, 1:40 pm - Contract is emailed to Sharon Jackson

12 October 2020, 2:13 pm - Viewed by Sharon Jackson, IP: 49.184.19.87

12 October 2020, 3:20 pm - Signed by Sharon Jackson, IP: 49.184.19.87

12 October 2020, 3:20 pm - Contract is emailed to Natalia Spadlo

12 October 2020, 3:59 pm - Signed by Natalia Spadlo

12 October 2020, 3:59 pm - The document has been completed.

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston 3199

PO Box 490, Frankston 3199

info@frankston.vic.gov.au



Contact: Rates & Valuations Department
Telephone: 1300 322 322

Cert No:101253

Issue Date:31-Mar-2021

Assessment no: 00034056


Property Owner (as recorded by Council): Paul Topy and Jacob Topy

Applicant's name	Landata	Effective date of valuation:	01-Jul-2020
Applicant's address	Level 1 2 Lonsdale Street MELBOURNE VIC 3000	Prescribed date of valuation:	01-Jan-2020
		Site Value:	\$630,000
		Capital Improved Value:	\$770,000
		Net Annual Value:	\$38,500
		This Council uses Capital Improved Value for rating purposes	

Applicants Ref: 47057350-014-4:49381

Title Particulars:	Lot 343 LP 19141 CT-7631/191
Property description	54 Kananook Avenue, Seaford 3198

CURRENT RATES AND CHARGES LEVIED 1st July 2020 to 30th June 2021

CURRENT General Rates & Charges Service Rates & Charges Victorian Fire Services Levy	CHARGES \$1,956.75 \$549.20 \$154.60	TOTAL LEVIED \$2,660.55
ARREARS General Rates & Charges Service Rates & Charges Victorian Fire Services Levy	CHARGES \$0.00 \$0.00 \$0.00	SUB-TOTAL ARREARS \$0.00
Arrears Legal Costs/Charges		\$0.00
Legal Costs/Charges		\$0.00
Interest on Current Rates to:		\$0.00
Interest on Arrears of Rates to:		\$0.00
PAYMENTS RECEIVED		\$-1,995.55
PENSION REBATE		\$0.00
PROPERTY DEBTS (A separate update is required for any property debt charges)		\$0.00
OTHER CHARGES (A separate update is required for any other charges)		\$0.00
Total Outstanding Any outstanding balance may be subject to interest and/or legal action, therefore please contact this office prior to settlement		\$665.00
<div> BILLER CODE: 1966 REFERENCE NO: 00034056</div>		

Additional information overleaf

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston 3199

PO Box 490, Frankston 3199

info@frankston.vic.gov.au



Contact: Rates & Valuations Department
Telephone: 1300 322 322

Cert No:101253

Issue Date:31-Mar-2021

ADDITIONAL INFORMATION

This property is in a flood prone area. Prior to obtaining a Building Permit, any Development works are to be assessed by Council's Infrastructure Department. For further information, please ring 9784 1884.

Please note: this property occupies Crown Land at the rear without formal agreement. Please contact the Governance Department on 9784 1813 for further details.

Robyn Docker
Authorised Officer
Date: 31-Mar-2021

I acknowledge having received the sum of \$27.00 for Receipt Number , dated 31-Mar-2021.

Please note:

- a) Frankston City Council imposes a time limit of three months from issue date during which a certificate may be updated verbally. Council will only be held responsible for information **given in writing**, i.e. a new certificate, not for information provided or confirmed verbally.
- b) Frankston City Council provides verbal updates to the **applicant only**.
- c) This certificate does not include important **Building & Planning information** including **outstanding enforcement, fees, Building & Planning permit history and use**. It is highly recommended to also obtain a 'Building Permit Particulars Form' from Council & 'Planning Certificate' from Council's Building & Planning Departments
- d) This certificate does not include information regarding Traffic Management Devices.
- e) If this certificate shows costs for Service Rates & Charges, further information can be provided regarding the bin types & sizes, by contacting Frankston City Council on 1300 322 322.
- f) All Notice of Acquisitions lodged must have the Date of Birth of the Purchasers.
- g) Please note that the outstanding balance amount can change at any time. It is important to notify your client(s) that there may be a balance outstanding after settlement.
- h) **Please ensure your client is utilising the official property address as noted in the 'Property Description' section on page one of this certificate. Where a certificate is issued over the Master Assessment then the address noted in the 'Child Property Address' section at the bottom of page one is the official address of the new property. Council is the street numbering authority and allocates numbering in accordance with AS/NZ 4819:2011 Rural and Urban Street Addressing and the Office of Geographic Names Naming Rules for Places in Victoria 2016.**

Local Government (General) Regulations 2004

Part 6 - LAND INFORMATION CERTIFICATE

Section 13. - Prescribed information

(1) A land information certificate must contain the following statements:-

- (a) This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under a local law or by-law of the Council and the specified flood level by the Council (if any).
- (b) This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

BUILDING PERMIT PARTICULARS FORM

BUILDING ACT 1993 BUILDING REGULATIONS 2018 REGULATION 51(1)
FRANKSTON CITY COUNCIL



Telephone: (03) 9784 1900
Fax: (03) 9784 1087

Certificate No: 26414
Issue Date: 01-Apr-2021
Fee Received/Receipt: \$47.20

Applicant Landata
Address Level 1 2 Lonsdale Street
MELBOURNE VIC 3000

Telephone: 9102 0402 Facsimile:
Email: landata.online@victorianlrs.com.au

Applicants Reference: 47057350-016-8:49382

* being / not being a recognised person or body under Section 28 of the House Contracts Guarantee Act 1987, request the particulars of any building approval granted in the preceding 10 years and any current certificate, notice or report made under the Act or Regulations or the Building Control Act 1981 or the Victoria Building Regulations 1983 on the following property:

Property Description: 54 Kananook Avenue
Seaford 3198
Lot 343 LP 19141, CT-7631/191

PARTICULARS:

Assessment Number 3405

Building Permit Approval No.	Date Issued	Date Final Certificate Issued	Cert of Occ Number	Date Cert of Occ Issued	Brief Description of Works

Current Certificates, Notices or Reports made under the Building Control Act 1981 or Building Act 1993

No Building Permits issued in the previous ten (10) years
No Outstanding Notices or Orders

PLEASE NOTE:

1. This Information is only as accurate as Council's Building records allow.
2. **Please ensure** your client is utilising the official property address as noted in the 'Property Description' section on this certificate. Council is the street numbering authority and allocates numbering in accordance with AS/NZ 4819:2011 Rural and Urban Street Addressing and the Office of Geographic Names Naming Rules for Places in Victoria 2016.

Footnote:

Current Building Regulations require **Compliant** Pool Safety Barriers for all swimming pools and spas greater than 300mm in depth, regardless of when they were constructed. The Building Regulations also require smoke alarms to be installed within all residential building.

Building Department - Civic Centre - Davey Street Frankston
Telephone (03) 9784 1900 - Facsimile (03) 9784 1087
PO Box 490 - Frankston Victoria 3199 - DX 19913 Frankston
Email: building@frankston.vic.gov.au - Website www.frankston.vic.gov.au

Doc Ref: FORM10NC

Bailey Timms Lawyers (DD) C/-
InfoTrack
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 343 54 KANANOOK AVENUE
SEAFORD 3198
343 LP 19141

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
51B//09947/39	LANDATA CER 47057350-026-7	31 MARCH 2021	38526469

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2020 to 30/06/2021	\$79.02
Melbourne Water Corporation Total Service Charges	01/01/2021 to 31/03/2021	\$26.08

(b) By South East Water

Water Service Charge	01/01/2021 to 31/03/2021	\$25.53
Sewerage Service Charge	01/01/2021 to 31/03/2021	\$93.02
Subtotal Service Charges		<u>\$223.65</u>
Payments		\$223.65
TOTAL UNPAID BALANCE		\$0.00

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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

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

2. Encumbrance Summary

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

Consent has previously been given 1010054 for an owner of the property to erect a structure over the asset and/or easement or within 1.0 metre of the asset.

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

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain /open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL 2.5 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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

Frankston City Council is the authority for information on local drainage in this area.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

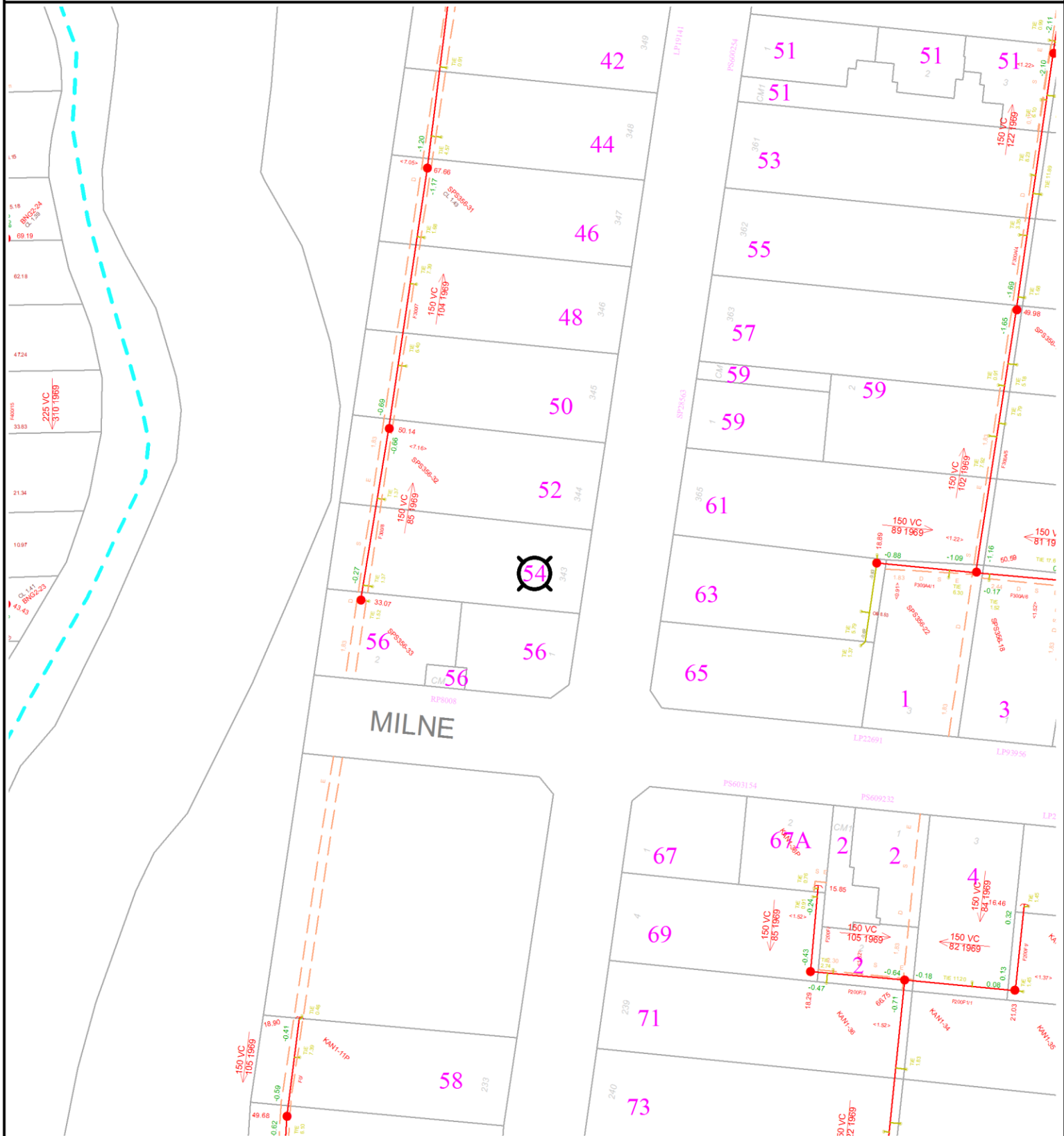
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

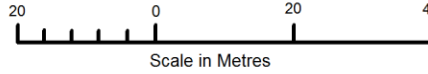
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



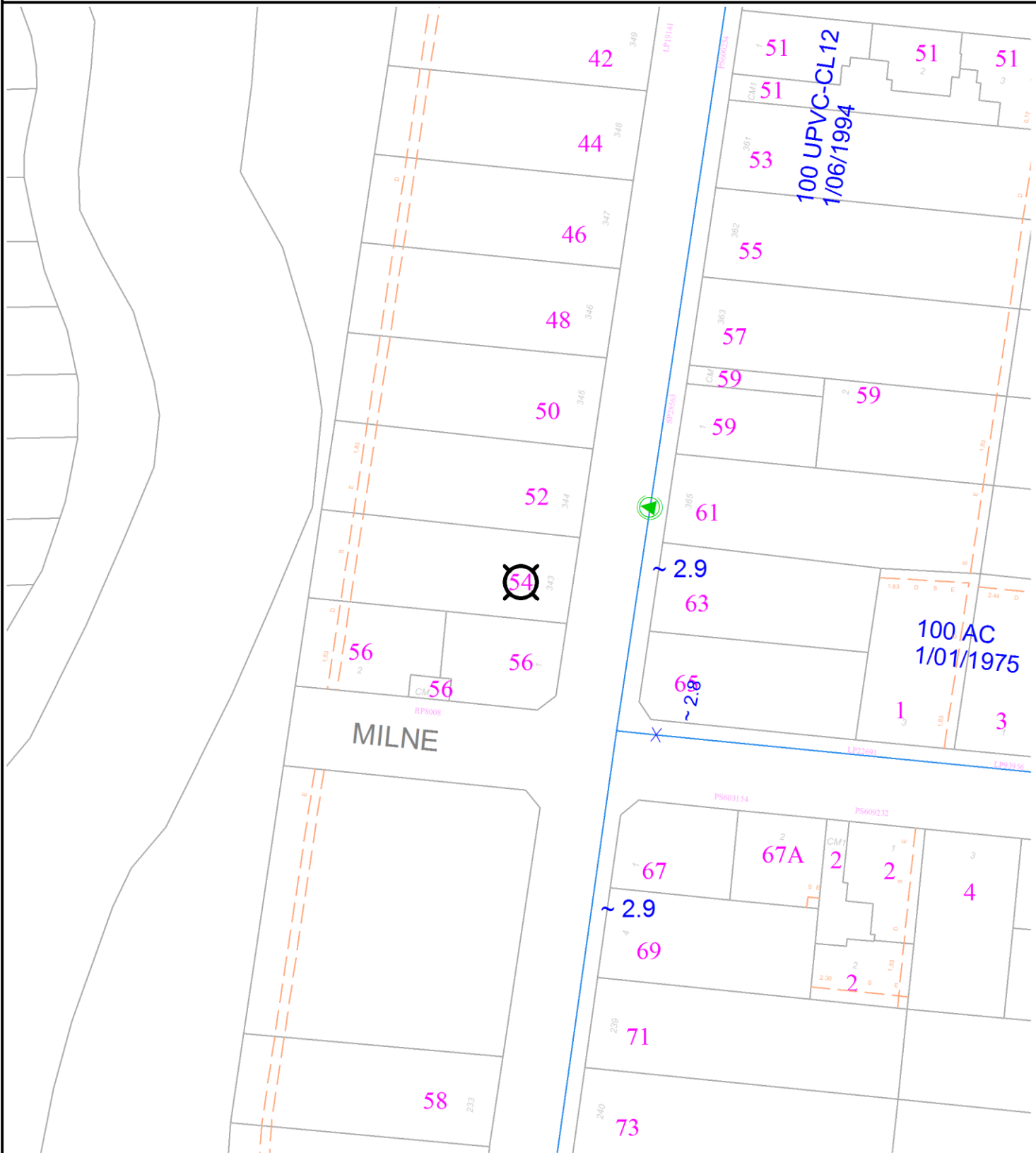


Property: Lot 343 54 KANANOOK AVENUE SEAFORD 3198

Case Number: 38526469



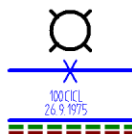
Date: 31MARCH2021



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

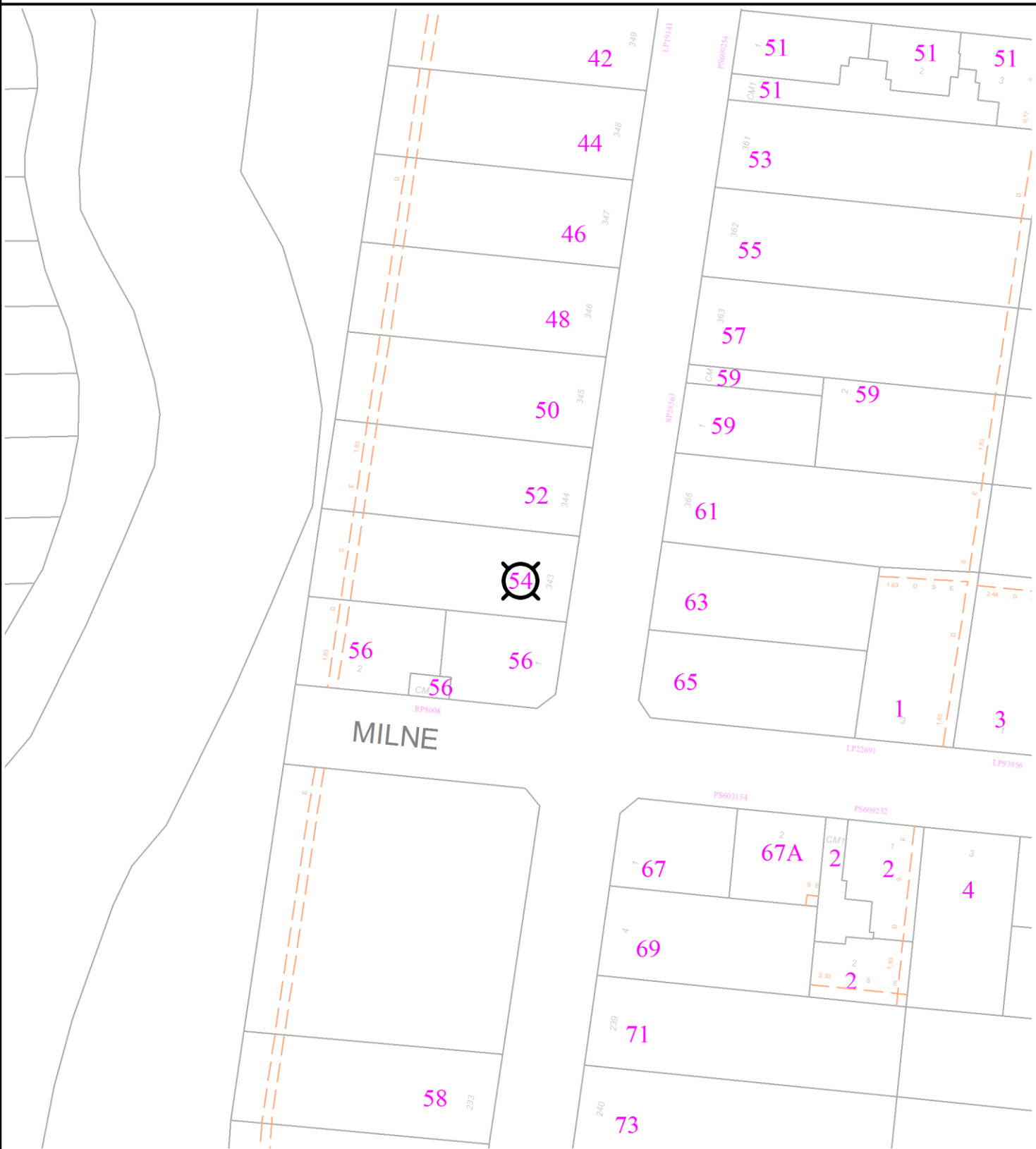
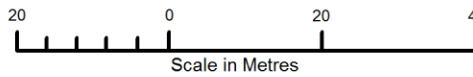
LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement

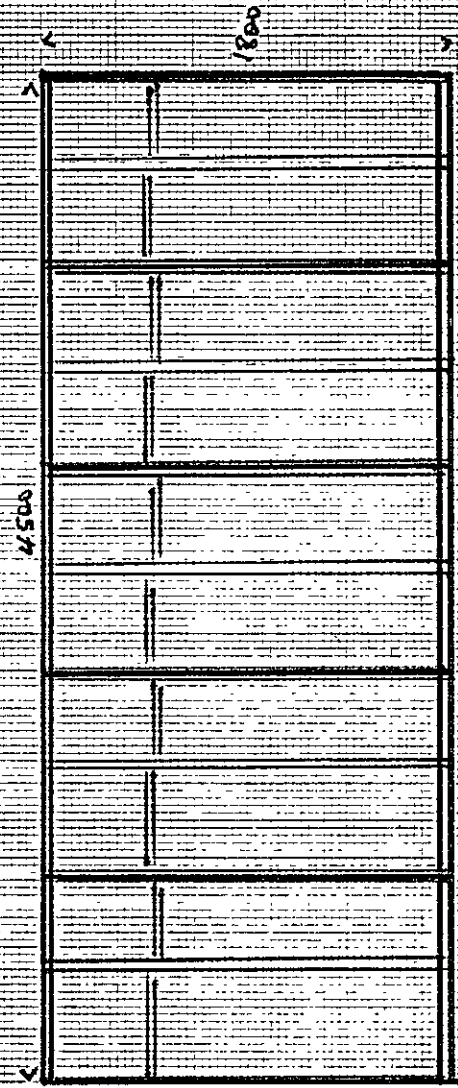
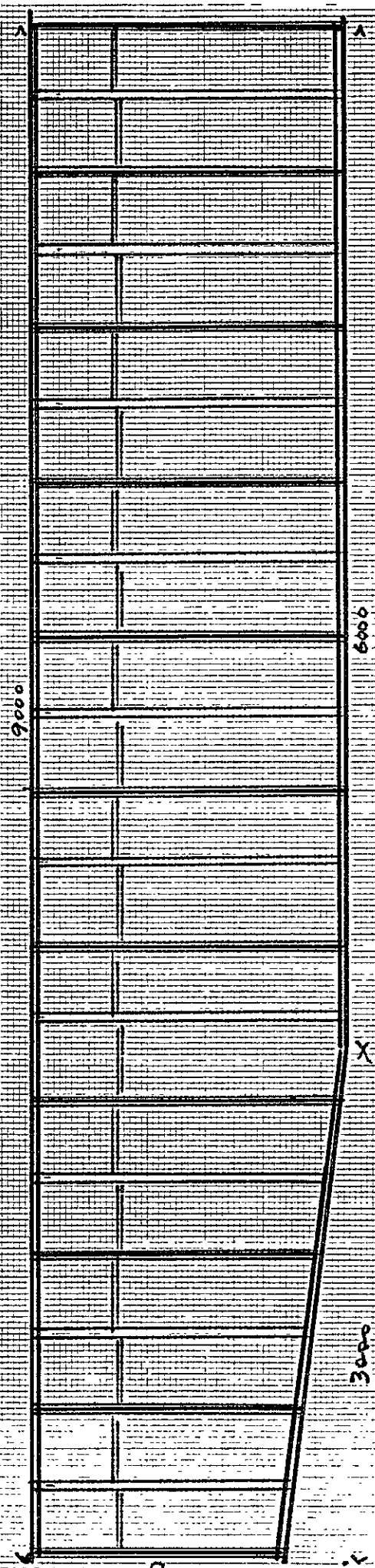
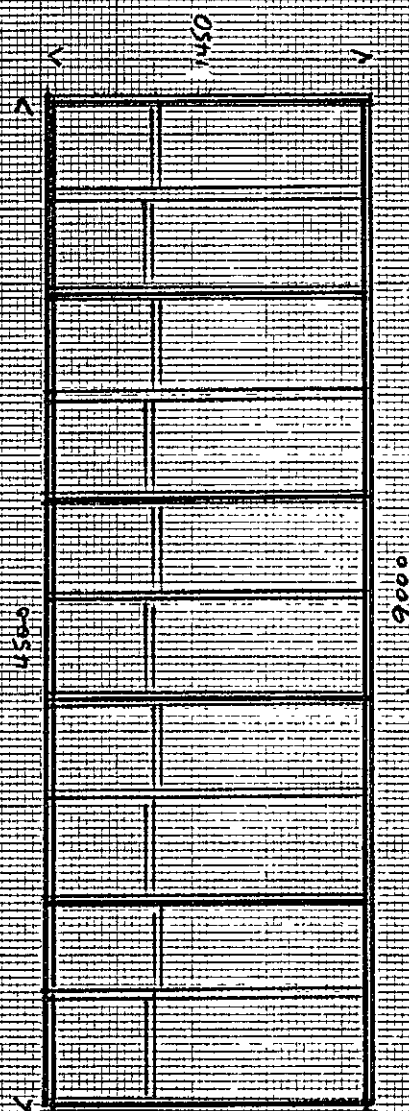


- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary



1002581



1450

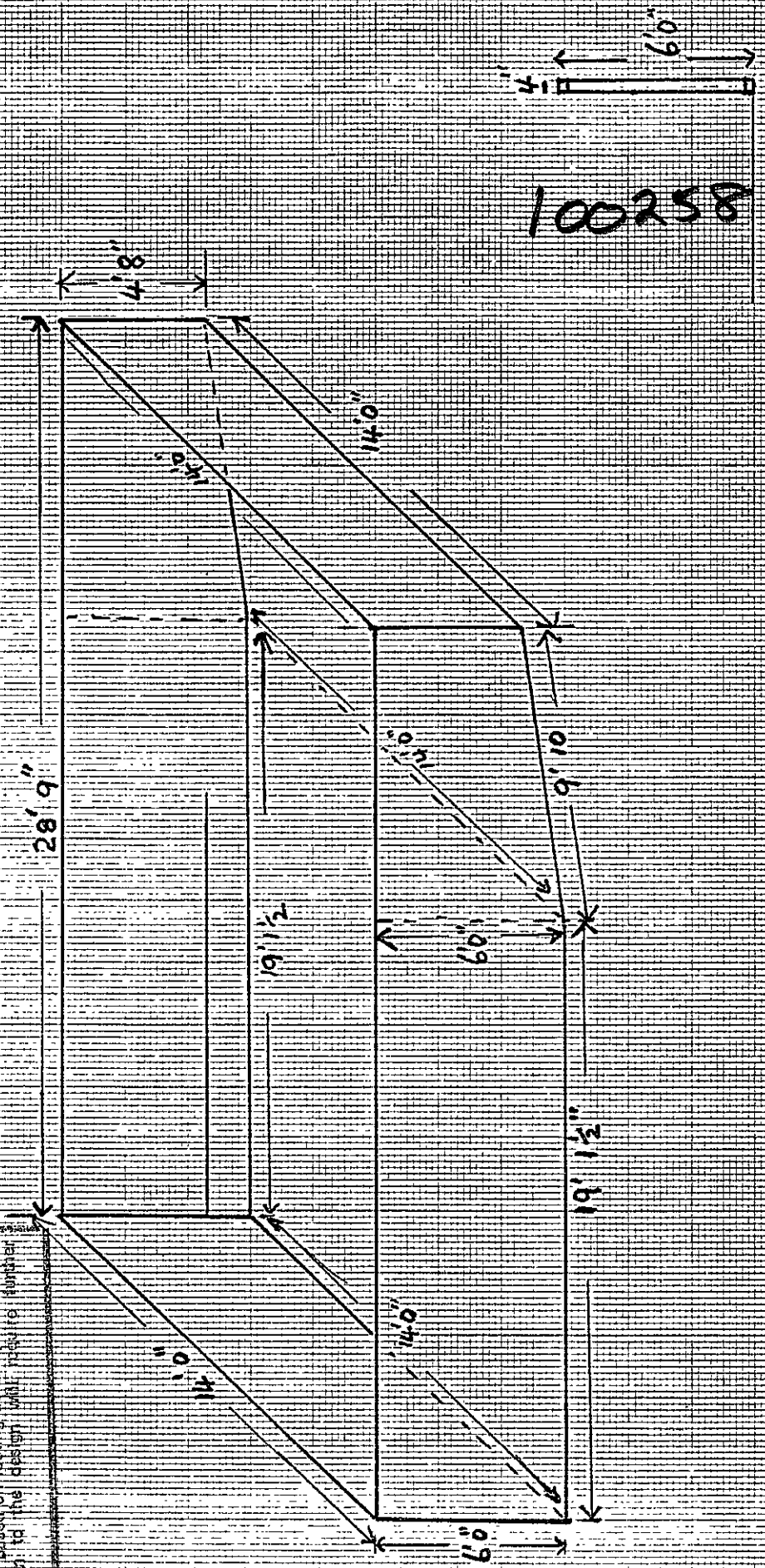
3000

FRAME - TREATED PINE
 TOP & BOTTOM PLATES 4" X 2"
 STUDS 4" X 2"
 NOGGINGS 4 X 4E
 FIXING GAL NAILS
 AC SHEETING 7.5mm H/FLEX
 VINYL LINER .030
 SAND BASE

Engineering Division
South East Region
Approved

Pipeline.....
 Offset.....m From.....Boundary.....
 Approx. Depth.....m
 Diameter.....mm pipe type.....V.S.S.

Minimum horizontal clearance between any footings/walls and a pipeline is 500 mm.
 Any replacement of repair to the pipeline caused by the work will be at the applicant's cost.
 Approval is based on footing details provided and any alteration to the design will require further approval.



1002581

1002581

Melbourne Water
South East Region

WARNING

A discrepancy may exist between the asset information given and the actual locality on site. Melbourne Water accepts no responsibility for any loss, damage or injury suffered by any person as a result of any discrepancy.

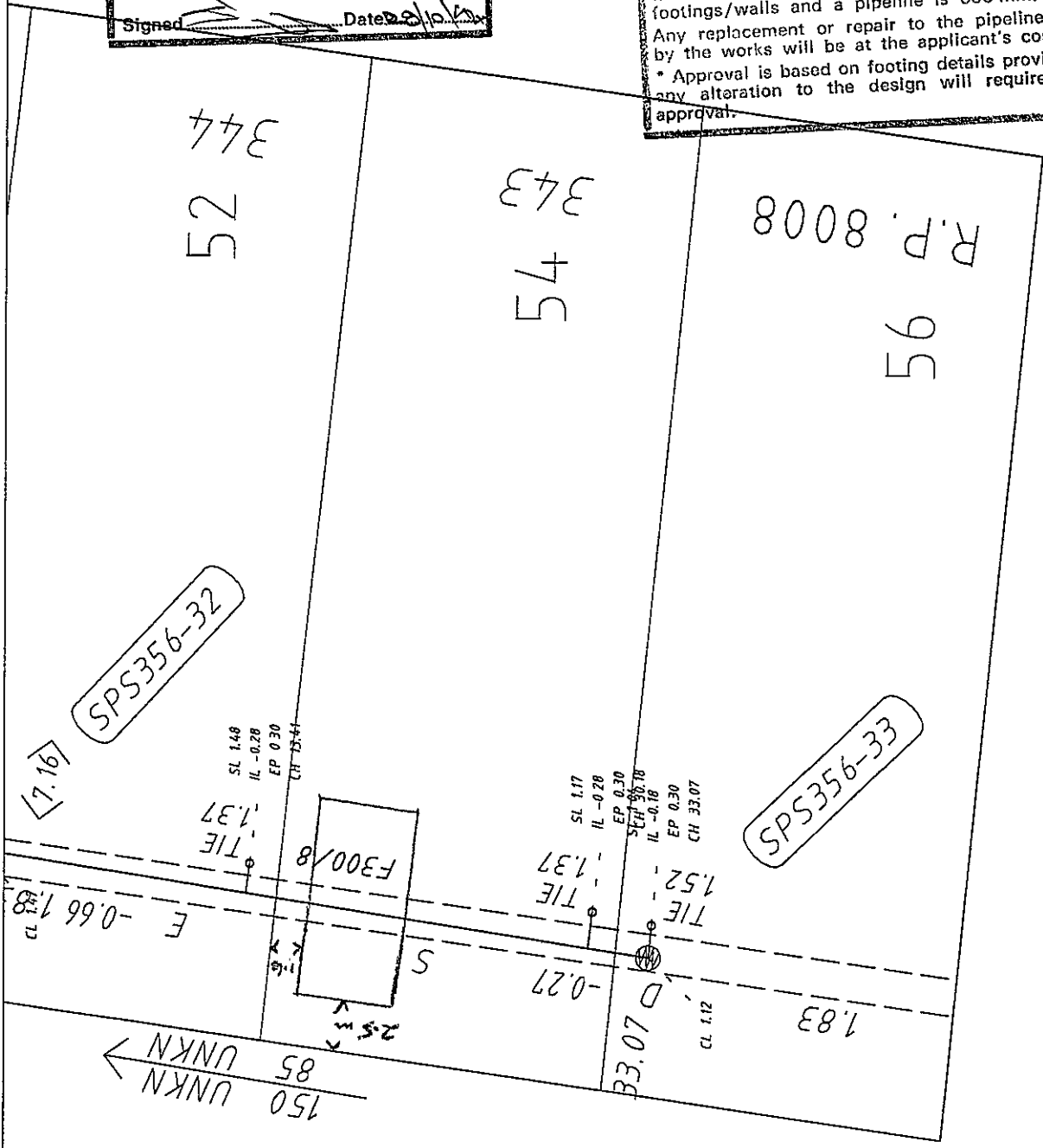
Signed [Signature] Date 29/10/16

Melbourne Water
South East Region

Approved [Signature]

Pipeline SE-15th
Offset 340m From Boundary
Approx. Depth 1.40m
Diameter 150mm pipe type Ne

Minimum horizontal clearance between any footings/walls and a pipeline is 600 mm.
Any replacement or repair to the pipeline caused by the works will be at the applicant's cost.
* Approval is based on footing details provided and any alteration to the design will require further approval.





192 5524-9

1002581

Making greater Melbourne even greater

**APPLICATION TO BUILD OVER
AND / OR EASEMENTS****ASSETS**

I/WE A.E + E.A. WELCH
OF 54 KANANOOK AVE SEAFORD

APPLY FOR CONSENT TO ERECT A STRUCTURE OVER
ASSETS AND/OR EASEMENTS AS PER SITE PLAN

Telephone No. (Home) 7861865 Signed [Signature]
(Business) Date 27/10/24

***PLANS FOR ANY STRUCTURE TO BE LOCATED WITHIN 1 m OF A
PIPELINE MUST INCLUDE DETAILS OF FOOTING DESIGN**

Description of Land	Site Plan
Property Lot No <u>343</u> Street No <u>54</u> Street <u>KANANOOK AVE</u> Municipality <u>SEAFORD</u> Melway Ref <u>90 E 7</u> Nearest Street <u>MILNE AVE</u>	
SHOW THE FOLLOWING ON SITE PLAN Property Boundary Any Easements Location of proposed Structure on Property (with dimensions from property boundaries) Dimensions of Proposed Structure Type of Structure Street Frontage North Point Details of footing design where applicable	

* One copy of any design drawings must be provided for our records

SOUTH EAST WATER
Consent to build

STRUCTURE

over easement / sewer.

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / BAILEY TIMMS LAWYERS (DD)

Your Reference: 84948
Certificate No: 45004601
Issue Date: 31 MAR 2021
Enquiries: ESYSPROD

Land Address: 54 KANANOOK AVENUE SEAFORD VIC 3198

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13260734	343	19141	7631	191	\$3,660.00

Vendor: JACOB TOPY & PAUL TOPY
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JACOB TOPY	2021	\$630,000	\$4,182.86	\$0.00	\$3,660.00

Comments: Land Tax of \$4,182.86 has been assessed for 2021, an amount of \$522.86 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$770,000

SITE VALUE: \$630,000

AMOUNT PAYABLE: \$3,660.00

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

Certificate No: 45004601

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,125.00

Taxable Value = \$630,000

Calculated as \$975 plus (\$630,000 - \$600,000) multiplied by 0.500 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 45004601

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: 45004601

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

732171

APPLICANT'S NAME & ADDRESS

BAILEY TIMMS LAWYERS (DD) C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

TOPY, PAUL

PURCHASER

N/A, N/A

REFERENCE

352432

This certificate is issued for:

LOT 343 PLAN LP19141 ALSO KNOWN AS 54 KANANOOK AVENUE SEAFORD
FRANKSTON CITY

The land is covered by the:

FRANKSTON PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE
- is within a SPECIAL BUILDING OVERLAY

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

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

31 March 2021

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

From www.planning.vic.gov.au on 15 April 2021 03:28 PM

PROPERTY DETAILS

Address: **54 KANANOOK AVENUE SEAFORD 3198**
Lot and Plan Number: **Lot 343 LP19141**
Standard Parcel Identifier (SPI): **343\LP19141**
Local Government Area (Council): **FRANKSTON**
Council Property Number: **178398**
Planning Scheme: **Frankston**
Directory Reference: **Melway 99 E7**

www.frankston.vic.gov.au

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

UTILITIES

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

STATE ELECTORATES

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

Planning Zones

[GENERAL RESIDENTIAL ZONE \(R1Z\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(R1Z\)](#)



GRZ - General Residential

PCRZ - Public Conservation & Resource

R1Z - Residential 1

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

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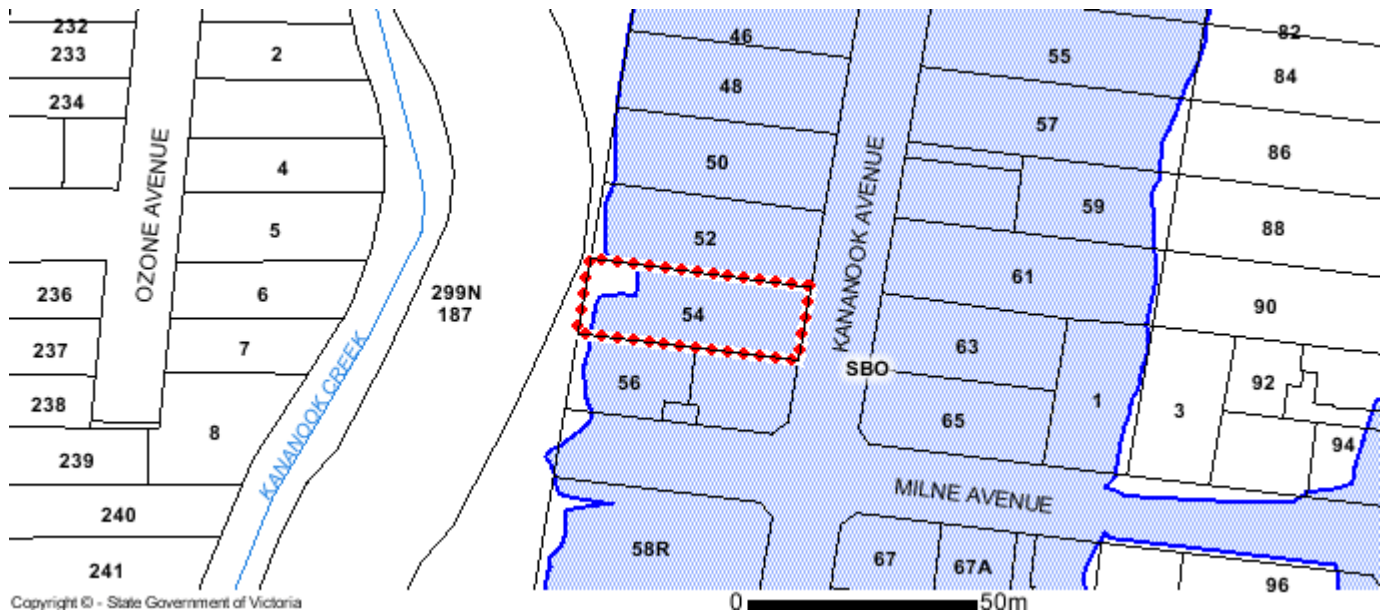
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

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

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



SBO - Special Building

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)



DDO - Design and Development

ESO - Environmental Significance

LSIO - Land Subject to Inundation

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

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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

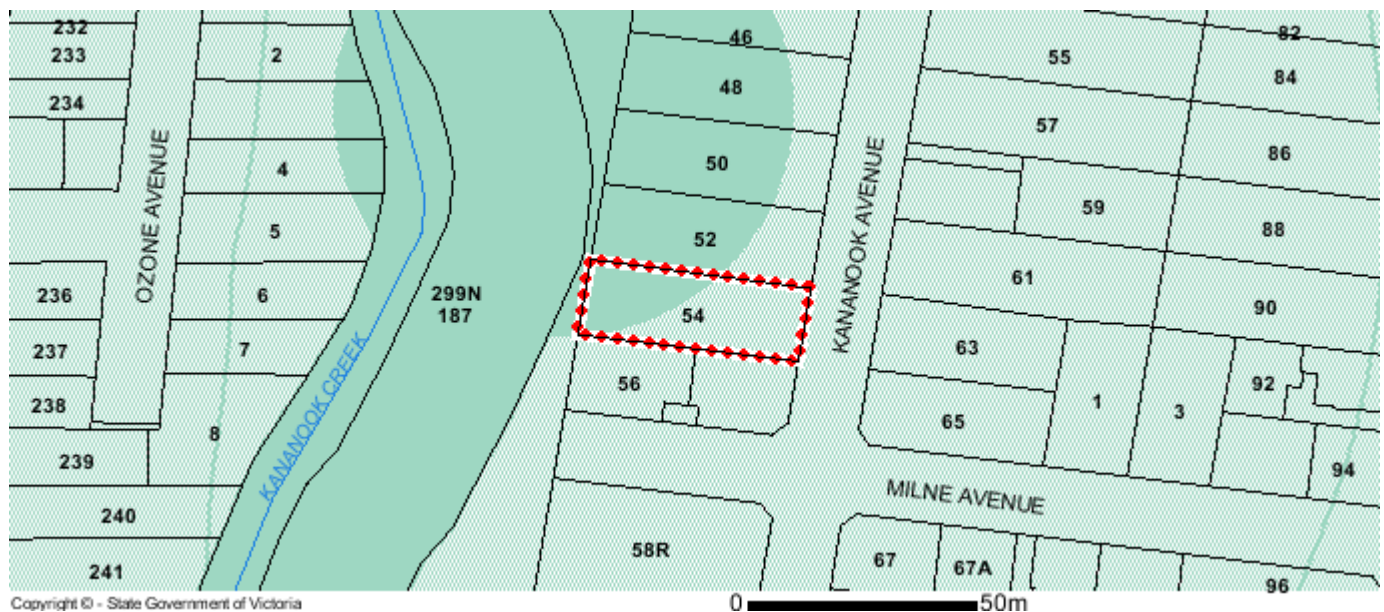
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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

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

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

<http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



 Aboriginal Heritage

Further Planning Information

Planning scheme data last updated on 14 April 2021.

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

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

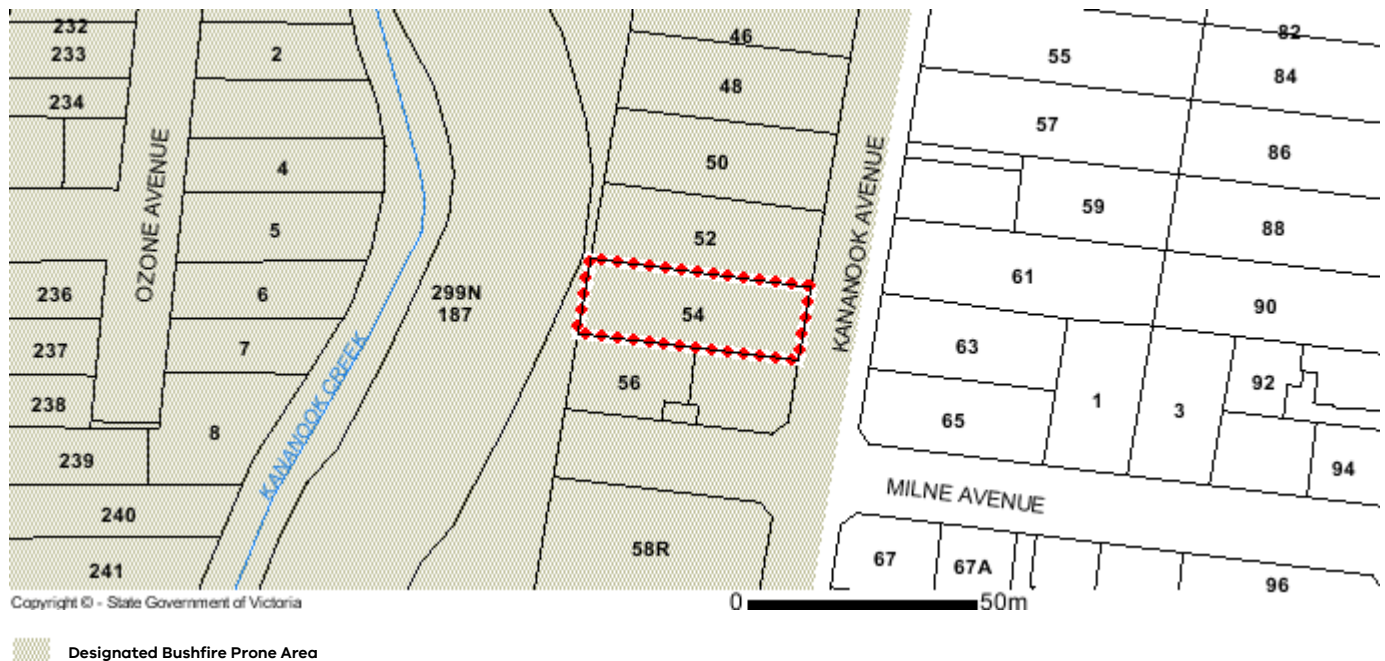
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.



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

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

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

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

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

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

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

Property Report from www.land.vic.gov.au on 15 April 2021 03:28 PM

Address: 54 KANANOOK AVENUE SEAFORD 3198

Lot and Plan Number: Lot 343 LP19141

Standard Parcel Identifier (SPI): 343\LP19141

Local Government (Council): FRANKSTON **Council Property Number:** 178398

Directory Reference: Melway 99 E7

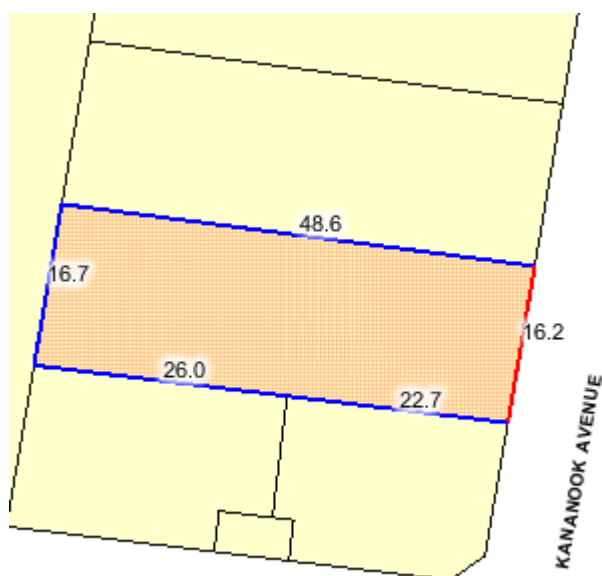
This property is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

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



Area: 798 sq. m

Perimeter: 130 m

For this property:

— Site boundaries

— Road frontages

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

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State Electorates

Legislative Council: SOUTH-EASTERN METROPOLITAN

Legislative Assembly: CARRUM

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: inside drainage boundary

Power Distributor: UNITED ENERGY (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (R1Z)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (R1Z)

Planning Overlay: SPECIAL BUILDING OVERLAY (SBO)
SPECIAL BUILDING OVERLAY SCHEDULE (SBO)

Areas of Aboriginal Cultural Heritage Sensitivity:

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

Planning scheme data last updated on 14 April 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

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

Areas of Aboriginal 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.

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

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

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

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

Area Map





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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Bailey Timms Lawyers (DD) C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 352432

NO PROPOSALS. As at the 31th March 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

54 KANANOOK AVENUE, SEAFORD 3198
CITY OF FRANKSTON

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: 31th March 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 47057350 - 47057350151659 '352432'

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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