

Contract of Sale

9 Clayfield Boulevard, Truganina 3029

Caffee Pty Ltd



Contract of Sale of Land

Property: 9 Clayfield Boulevard, Truganina 3029

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of Conveyancers (Victorian Division)



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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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

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: For and on behalf of Caffee Pty Ltd

.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Everywhere Real Estate
Address: Suite 205, 111 Overton Road, Williams Landing 3027
Email: archi@everywhere.com.au
Tel: 03 9526 8103 Mob: 0424 786 708 Ref: Archi Altun

Vendor

Name: Caffee Pty Ltd
Address: C/- HWLE Lawyers, Level 8, 447 Collins Street, Melbourne 3000
ABN/ACN: 007 160 152.....

Vendor's legal practitioner or conveyancer

Name: HWLE Lawyers.....
Address: Level 8, 447 Collins Street, Melbourne 3000
Email: jbutcher@hwle.com.au
Tel: 03 8644 3533 .. Ref: FX:JLB:1419144

Purchaser

Name:
Address:
ABN/ACN:
Email:

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 10800 Folio 378	134	PS503027B

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: 9 Clayfield Boulevard, Truganina 3029.....

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

All fixed floor coverings, electric light fittings, window furnishings and fittings and fixtures 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)

is due on / /20.....

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

~~• the above date; and~~

~~• the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.~~

Lease (general condition 5.1)

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

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

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

~~OR~~

~~a residential tenancy for a fixed term ending on / /20.....~~

~~OR~~

~~a periodic tenancy determinable by notice~~

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

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

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special conditions

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

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



GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

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 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. 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

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
 - 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
 - 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
 - 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
 - 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
 - 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
 - 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
 - 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. 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 lodgement 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 lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with 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 lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 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 lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with 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 lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser’s obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser 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 outgoing.
- 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 outgoing.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and

- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

1. Definitions and interpretation

1.1 Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and:

Authority	means any government or any public, statutory, governmental, semi governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right) and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.
Bank	means: (a) an Australian owned bank; (b) a foreign subsidiary bank; or (c) a branch of a foreign bank, on the list, current on the Day of Sale, of authorised deposit taking institutions regulated by the Australian Prudential Regulation Authority.
Business Day	means a day on which Banks are open for general banking business in Melbourne, excluding Saturdays, Sundays and public holidays;
Claim	means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation;
Contract	means this contract of sale of real estate, including the Particulars of Sale, General Conditions, Special Conditions, Schedules, annexures and attachments to this contract.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Day of Sale	means the date of this Contract.
DDF	means the online form called "Digital Duties Form" generated from the SRO website.
Encumbrances	means the encumbrances specified in the set out in the Particulars of Sale.

FIRB	means the Foreign Investment Review Board and includes the Minister of the Australian Government who administers the Government's foreign investment policy under the provisions of the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth).
FIRB Approval	means: a statement that there are no objections; or any consent or approval, by FIRB under <i>the Foreign Acquisitions and Takeovers Act 1975</i> (Cth) to the purchase of the Property by the Purchaser on the terms of this Contract.
Foreign Person	has the meaning given to that term by Section 5 of the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth).
General Conditions	means the general conditions appearing prior to the Particulars of Sale in this Contract, which are the conditions set out in Form 2 in the Schedule to the Estate Agents (Contracts) Regulations 2008 (Vic).
Guarantee and Indemnity	means the form of guarantee and indemnity contained in Annexure A.
Guarantor	means each person that executes the Guarantee and Indemnity.
Insolvency Event	if the Purchaser is a corporation means any of the following events: (a) a liquidator or provisional liquidator is appointed in respect of the Purchaser; (b) an application is made to a court for an order, or an order is made, that the Purchaser be wound up; (c) a resolution is passed to appoint an administrator or an administrator is appointed to the Purchaser; (d) a receiver, manager, receiver, controller, administrator or other similar officer is appointed to the Purchaser or any of its assets; (e) a scheme of arrangement or composition with creditors is made, or an assignment for the benefit of creditors is made, by or on behalf of the Purchaser; (f) a resolution or order is made for the winding up or dissolution of the Purchaser; (g) the Purchaser is, or states that it is, insolvent;

- (h) the Purchaser is or states that it is unable to pay its debts when they fall due;
- (i) anything analogous or having a substantially similar effect to any of the events specified above happens under any law; or

if the Purchaser is a natural person means the Purchaser:

- (j) dies;
- (k) is an undischarged bankrupt;
- (l) commits an act of bankruptcy; or
- (m) enters into a deed of arrangement or calls a meeting of creditors under Part X of the *Bankruptcy Act 1966* (Cth),

and, in this definition only, the word Purchaser includes the Guarantor;

Interest Rate	means a rate of 2 per cent higher than the rate for the time being fixed under Section 2 of the <i>Penalty Interest Rates Act 1983</i> (Vic).
Laws	means any law, act, ordinance, regulation, by law, order or proclamation and includes the requirements of any Authority or of any permit or approval affecting the Property.
Object	means to make any Claim against the Vendor (before or after the date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract.
Particulars of Sale	means the particulars of sale in this Contract;
Related Body Corporate	has the meaning given in the <i>Corporations Act</i> .
Sale of Land Act	means the <i>Sale of Land Act 1962</i> (Vic).
Schedule	means a schedule to this Contract.
Settlement Date	means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing.
Special Conditions	means the special conditions included in this Contract.
SRO	means the State Revenue Office of Victoria.

SRO Settlement Statement	means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF.
Vendor's Legal Practitioner	means HWL Ebsworth or any other firm of solicitors about whom the Vendor gives details in writing to the Purchaser.
Vendor's Statement	means the statement made under Section 32 of the <i>Sale of Land Act 1962</i> (Vic), a copy of which is annexed hereto.

1.2 Interpretation

- (a) In this Contract, a reference to currency is a reference to Australian currency.
- (b) An obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally.
- (c) Words importing the singular include the plural and vice versa.
- (d) Words denoting any gender include all genders.
- (e) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (f) Headings are for convenience only and do not affect the interpretation.
- (g) The word person includes an individual, any executor, administrator or successor in law of that person and a corporation, an authority, an association or a joint venture (whether or not it is incorporated), a partnership and a trust.
- (h) The words corporation, subsidiary, holding company and related body corporate have the same meanings as in the Corporations Act.
- (i) The word "includes" in any form is not a word of limitation.
- (j) A reference to any legislation or to any provision of any legislation includes any statutory modification or re enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments issued under it.
- (k) A reference to a special condition, schedule or annexure is a reference to a special condition of, or schedule or annexure to, this Contract and a reference to this Contract includes all schedules and annexures.

1.3 Amendments to General Conditions

- (a) The Purchaser and the Vendor agree that if there is:
 - (i) any inconsistency between the provisions of the General Conditions and these Special Conditions then, except in the case of manifest error, to the

extent of any inconsistency the provisions of the Special Conditions shall prevail and have priority; and

- (ii) any inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other Special Conditions shall prevail and have priority over this Special Condition.
- (b) Without limiting the specific provisions of any other Special Condition in this Contract, the General Conditions are amended as follows:

- (i) General Conditions 31.4 to 31.6 (inclusive) are deleted.
- (ii) General Condition 32 is amended by adding the following new paragraph at the end of the Condition:

“The purchaser acknowledges that the following items constitute ‘a reasonably foreseeable loss’:

- (i) expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;*
- (ii) the vendor’s legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at \$750 plus GST for each notice;*
- (iii) any commission or other expenses claimed by the Vendor’s Estate Agent or any other person relating to the sale of the property; and*
- (iv) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property.”*

- (iii) General Condition 35.4(a) is amended to read as follows:

“an amount equal to 10% of the price is forfeited to the vendor as the vendor’s absolute property”

2. Purchaser acknowledgments

2.1 Contract and Vendor’s Statement

Prior to the execution of this Contract, the Purchaser acknowledges that:

- (a) it received:
 - (i) a copy of this Contract; and
 - (ii) a copy of the Vendor’s Statement,

before paying any money or signing any document in relation to this sale;

- (b) the Purchaser was given an opportunity to read and consider the terms and conditions in this Contract;
- (c) the Purchaser had an opportunity to seek legal and other professional advice on the terms and conditions in this Contract; and
- (d) the Vendor or the Vendor's Estate Agent advised the Purchaser that the Purchaser had the right to negotiate the terms of this Contract.

2.2 **Loan**

The Purchaser acknowledges that neither the Vendor nor any person on behalf of the Vendor has made any promise to the Purchaser, or to any agent of the Purchaser, about obtaining a loan to defray some or all of the Price.

2.3 **Further acknowledgments**

The Purchaser acknowledges:

- (a) having sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;
- (b) that no information, representation or warranty provided or made by or on behalf of the Vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (c) that no information, representation or warranty referred to in Special Condition 2.3(b) has been relied upon by the Purchaser;
- (d) that the Purchaser relied only on the Purchaser's inspection of, and searches and enquiries in connection with, the Property when entering into this Contract; and
- (e) that to the maximum extent permissible by law and equity, the Vendor is not liable to the Purchaser in connection with any information, representation or warranty provided or made by or on behalf of the Vendor.

3. **Corporate Purchaser**

3.1 **Warranties**

If the Purchaser is or includes a corporation not listed on the Australian Stock Exchange Limited (ACN 008 624 691), then:

- (a) each person who signs this Contract on behalf of that corporation:
 - (i) warrants that he or she is duly authorised to sign this Contract and the Vendor's Statement on behalf of the Purchaser and is not prevented from doing so by any legal or other disability;

- (ii) will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as Purchaser; and
 - (iii) must procure the execution by all directors of the Purchaser of the Guarantee and Indemnity and deliver the duly completed and executed Guarantee and Indemnity to the Vendor's Legal Practitioner on the Day of Sale (time being of the essence);
- (b) the Purchaser represents and warrants to the Vendor that:
- (i) if the Purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the Purchaser is a foreign corporation, that it is duly incorporated pursuant to the laws of its country of registration;
 - (ii) the consent or licence of any person or body is not required for the Purchaser to enter into this Contract or to purchase the Land; and
 - (iii) the Purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason whatsoever including by reason of any trust, charge or undertaking; and
- (c) without limiting Special Condition 3.1(b) the Purchaser must procure execution by all of its directors of the Guarantee and Indemnity and deliver the duly executed Guarantee and Indemnity to the Vendor's Legal Practitioner on the Day of Sale (time being of the essence).

3.2 Purchaser as trustee

- (a) If the Purchaser is, or is acting in the capacity of, a trustee, then the Purchaser enters into this Contract both in its individual capacity and in its capacity as trustee of the relevant trust (**Trust**) and all agreements, warranties and obligations of the Purchaser in this Contract bind the Purchaser in both capacities.
- (b) The Purchaser warrants on the Day of Sale and again on the date of actual settlement that:
- (i) it is the only trustee of the Trust and no action has been taken or proposed to remove it as trustee of the Trust;
 - (ii) it is not in default under the terms of the Trust;
 - (iii) it has the power and authority under the terms of the Trust to enter into and perform this Contract including the power to purchase the Property;
 - (iv) the entry into and performance of this Contract is for the benefit of the beneficiaries of the Trust, whose consents (if necessary) have been obtained;
 - (v) it has a right to be fully indemnified out of the Trust assets in respect of all of its obligations and liabilities incurred by it under this Contract and the assets of the Trust are sufficient to satisfy that right; and
 - (vi) pending settlement the Purchaser agrees not to:

- (A) resign as trustee of the Trust or permit any substitute or additional trustee to be appointed;
- (B) do anything which effects or facilitates the termination of the Trust;
- (C) do anything which effects or facilitates the variation of the terms of the Trust;
- (D) vest or distribute or advance any property of the Trust to any beneficiary or sell any of the property of the Trust except in the ordinary course of business; or
- (E) do anything which effects or facilitates the resettlement of the Trust funds,

without the prior written consent of the Vendor. That consent may not be unreasonably withheld if a person reasonably satisfactory to the Vendor covenants with the Vendor before the relevant event, in a form reasonably required by the Vendor, to discharge all outstanding obligations of the Purchaser under this Contract.

4. Encumbrances, identity of land and other restrictions

4.1 Acknowledgment

- (a) The Purchaser:
 - (i) admits that the Property is sold subject to the provisions of the Subdivision Act;
 - (ii) buys the Property subject to:
 - (A) the Encumbrances;
 - (B) all restrictions on its use or development that are imposed or prescribed by the Laws that apply to it; and
 - (C) all easements and encumbrances affecting the Property including those created or implied by the Subdivision Act; and
 - (iii) agrees that the matters specified in Special Condition 4.1(a)(ii) do not constitute a defect in the Vendor's title to the Property and/or the Goods.
- (b) The Purchaser must not Object in relation to any matter referred to in this Special Condition 4.1.

4.2 Limitation of Purchaser's rights

The Purchaser has inspected and accepts the Property in its present condition. The Purchaser is not entitled to call on the Vendor to:

- (a) amend title;

- (b) rectify any failure to comply with a Law applicable to the Property or a requirement of any Authority;
 - (c) relocate any improvements not erected within the boundaries of the Property;
 - (d) remove or relocate any improvements owned by other persons which encroach on to the Property; or
 - (e) do any work to the Property,
- or bear the cost of doing so.

4.3 **No warranty or representation**

The Vendor makes no warranty or representation:

- (a) that the Property is identical with the Land described in the Particulars of Sale;
- (b) that the improvements are erected within the boundaries of the Property;
- (c) that improvements owned by other persons do not encroach on to the Property;
- (d) as to the condition of the Property; or
- (e) that the Property may be used for any particular purpose.

4.4 **Waiver**

The Purchaser is not entitled to Object or require the Vendor to take any action in relation to:

- (a) any mis-description of the Property or inaccuracy in its area or measurements;
- (b) any failure to comply with a Law applicable to the Property or a requirement of any Authority;
- (c) any improvements not being erected within the boundaries of the Property;
- (d) any improvements owned by other persons encroaching on to the Property; or
- (e) the condition of the Property.

4.5 **Purchaser buys subject**

Without limiting Special Condition 4.1, the Purchaser buys the Property subject to:

- (a) all Laws affecting the Property;
- (b) all restrictions or conditions affecting or imposed on the Property or its use;
- (c) all rights of or claims by any Authority;
- (d) conditions imposed in the planning permits for the Property; and

- (e) the applicable planning scheme,

and the Purchaser must not Object or require the Vendor to take any action in connection with these matters or in connection with any defect or non-compliance of the Property with respect to these matters.

5. No warranties about environmental condition

5.1 Purchaser accepts condition

The Purchaser accepts the condition of the Property including, without limitation, the presence of any Contaminant in, on, under or emanating from the Property.

5.2 No representation or warranty

The Purchaser acknowledges that the Vendor makes no representation or warranty about compliance of the Property with Environmental Law.

5.3 No requisition, objection or claim

The Purchaser cannot make any requisition, objection, Claim or claim for compensation, delay payment of the Balance or otherwise rescind or terminate this contract because:

- (a) of the use, presence or escape of any Contaminant on or from the Property; or
- (b) the physical condition of the Property (including the soil, groundwater and sub-surface or any contamination of them):
 - (i) renders the Property unsuitable or unfit for any use or development; or
 - (ii) renders the Property, the Vendor, the Purchaser, the owner, or the occupier liable for any Claim or requirement imposed by any person, competent body or Authority or under any legislation whether now or at any time in the future.

5.4 Responsibility

As from the Settlement Date, the Purchaser assumes full liability and responsibility for the presence of any Contamination on, in, under or adjacent to the Property and anything incidental to them including:

- (a) compliance with all Laws and the requirements of any Authority in respect of any Contamination; and
- (b) the assumption of risk of loss, damage, liability, injury to any person, corporation or property resulting in any way from the use of the Land and presence of any Contaminant in, on or under or emanating from the Land or any improvements on the Land.

5.5 Release and indemnity

- (a) From the Settlement Date, the Purchaser:
- (i) will be responsible at its own expense for complying with all Laws, including without limitation, all directions and orders made and policies declared, under Laws, in relation to; and
 - (ii) releases the Vendor and the Vendor's employees, agents and officers from all liability in relation to,

any Contaminant on, in or under or emanating from, or which may have emanated from, the Property, regardless of when the Contaminant may have come onto the Property or emanated from it.
- (b) The release may be pleaded by the Vendor and its officers as a bar to any claim against the Vendor or its officers by the Purchaser or the Purchaser's successors-in-title or any person claiming through or under them in respect of any Contamination on, in or under the Property or any adjoining property.

5.6 No merger

This Special Condition 5 does not merge on settlement.

6. Default

6.1 Specific breaches

If:

- (a) the Purchaser breaches Special Condition 3.1(c); or
- (b) an Insolvency Event occurs,

General Condition 27 will not apply and the Vendor may terminate this Contract by notice in writing to the Purchaser at any time after the breach or the Insolvency Event occurs.

6.2 If Vendor terminates

If the Vendor terminates this Contract under Special Condition 6.1 General Condition 28.4 will apply as if this Contract had been terminated by notice under General Condition 28.2.

6.3 Purchaser to pay interest

If the Purchaser fails to pay an amount due under this Contract, it must pay interest on that amount at the Interest Rate from the date on which the amount should have been paid until the date it is paid. The interest to be paid under this Special Condition 6.3 must be paid on the date of actual settlement.

6.4 Time remains of the essence

The Purchaser's obligation to pay interest under Special Condition 6.3. does not mean that time is not of the essence for the performance of the Purchaser's obligations under this Contract.

6.5 Other rights unaffected

Nothing in this Special Condition 6 limits the rights of the Vendor if the Purchaser defaults under this Contract.

7. Foreign acquisitions

7.1 FIRB Approval and Purchaser's warranty

- (a) If the Purchaser requires FIRB Approval, the Purchaser must deliver to the Vendor a copy of the FIRB Approval on the Day of Sale (time being of the essence).
- (b) If the Purchaser does not deliver a copy of the FIRB Approval to the Vendor on the Day of Sale (time being of the essence), it hereby warrants to the Vendor that the purchase of the Property by it is not subject to or conditional on FIRB Approval.

7.2 If FIRB Approval not provided

If:

- (a) the Purchaser does not provide a copy of the FIRB Approval pursuant to Special Condition 7.1; and
- (b) FIRB Approval should have been obtained by the Purchaser,

the Purchaser is liable for and indemnifies the Vendor against all Claims which the Vendor suffers or incurs or is liable for as a result.

7.3 Exempt Purchaser

If the Purchaser is not a Foreign Person and seeks to nominate a Foreign Person as a substitute or additional Purchaser it may only do so if:

- (a) the Vendor consents to the nomination (which consent the Vendor may give or refuse without being liable to the Purchaser);
- (b) the nomination does not contravene the conditions of the FIRB Approval; and

- (c) the nominated Foreign Person complies with this Special Condition 7.

8. Land Tax

- (a) The Purchaser acknowledges that the Property Clearance Certificate (formerly Land Tax Clearance Certificate) contained in the Vendor's Statement attached herewith may change due to the land value exceeding the threshold as set by the Victorian Government from time to time, a revaluation of the Property, a change in use by the Vendor (from Principal Place of Residence to investment or vice versa) or due to the current assessment being re-calculated by the State Revenue Office, in particular, for a new calendar year.
- (b) Should the Property not be the Vendor's principal place of residence, and the sale price of the property exceeds the threshold as set by the Victorian Government from time to time (as at 1 January 2024, the threshold is \$10,000,000.00), the Purchaser acknowledges that land tax will be an adjustable item at settlement on a single holding basis. Should land tax be an adjustable item, the Purchaser acknowledges that they will remain liable for an increase/change in the assessment and the land tax adjustment will be calculated based on the Property Clearance Certificate which is current as at the time of settlement.
- (c) Should the Property fall under the threshold as set by the Victorian Government from time to time (as at 1 January 2024, the threshold is \$10,000,000.00), the Purchaser acknowledges that land tax will not be an adjustable item at settlement and General Condition 23.2(b) of the General Conditions herewith is deleted.

9. Miscellaneous

9.1 Severance

Any part of this Contract that is:

- (a) unenforceable or illegal; or
- (b) which purports to waive any right of a person under the *Sale of Land Act*,

is severed from this Contract and does not affect the enforceability of the remaining provisions of this Contract. This Special Condition 9.1 has precedence over all other provisions of this Contract.

9.2 Entire agreement

To the extent permitted by law, this Contract constitutes the entire agreement between the parties in relation to the subject matter of this Contract and supersedes all previous negotiations and agreements in relation to the transaction.

9.3 **No representations**

The Purchaser acknowledges that:

- (a) in entering into this Contract, it:
 - (i) has made its own enquiries in relation to the Property;
 - (ii) does not rely on any letter, brochure, advertisement, documents or arrangement (whether oral or in writing) or other conduct as adding to or amending this Contract;
 - (iii) is satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the Property;
 - (iv) is satisfied as to the need for the existence or validity of any development or other approval for the Property; and
 - (v) enters into this Contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment.

9.4 **No merger**

Unless otherwise expressly provided, no provision of this Contract merges on or by virtue of settlement including any indemnity which survives termination, settlement or expiration of this Contract.

9.5 **Waiver**

- (a) A right may only be waived in writing, signed by the party giving the waiver.
- (b) No other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.
- (c) A waiver of a right on one or more occasion does not operate as a waiver of that right if it arises again.

9.6 **Amendment**

This Contract may only be varied in writing, signed by the parties.

9.7 **Indemnity**

- (a) The Purchaser is liable for and indemnifies at all times the Vendor against all costs, liability, loss or damage incurred or suffered directly or indirectly by the Vendor caused or contributed to by the Purchaser's:
 - (i) breach of any warranty under this Contract; and
 - (ii) failure to comply with this Contract including liability incurred under another contract of sale.

- (b) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the Purchaser and survives termination, settlement or expiration of this Contract.
- (c) It is not necessary for the Vendor to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

9.8 Counterparts

This Contract may be executed in any number of counterparts and all counterparts taken together will constitute one document.

10. Digital Duties Form and SRO Settlement Statement

10.1 Vendor's obligations

The Vendor must:

- (a) complete, or procure the Vendor's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this Contract (**Vendor DDF**);
- (b) send, or procure the Vendor's Legal Practitioner to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DDF at least 3 Business Days prior to the Due Date; and
- (c) if the Purchaser has complied with Special Condition 10.2(a), sign or approve the DDF prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

10.2 Purchaser's obligations

The Purchaser must:

- (a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Purchaser (**Purchaser DDF**) at least 2 Business Days prior to the Due Date;
- (b) sign or approve the DDF at least 2 Business Days prior to the Due Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;
- (c) make any changes to the DDF requested by the Vendor or the Vendor's Legal Practitioner and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so; and
- (d) prior to Settlement:
 - (i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and

- (ii) deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract.

10.3 No Objection

The Purchaser may not Object if the Vendor or the Vendor's Legal Practitioner request amendments to the DDF at any time prior to Settlement.

10.4 Settlement if not an electronic conveyance

- (a) This Special Condition 10.4 only applies if settlement is not conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- (b) Subject to the Vendor complying with Special Condition 10.1:
 - (i) Settlement is not conditional upon:
 - (A) the Purchaser signing or approving a DDF; or
 - (B) production of an SRO Settlement Statement; and
 - (ii) the Purchaser may not Object if:
 - (A) the DDF is not completed prior to Settlement or at all; or
 - (B) an SRO Settlement Statement is not generated (or able to be generated) prior to Settlement.

10.5 Settlement if an electronic conveyance

- (a) This Special Condition 10.5 only applies if Special Condition 10.4 does not apply.
- (b) Special Condition 10.2 is a fundamental term of this Contract.
- (c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with Special Condition 10.2, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

10.6 General Condition 10.1

The Purchaser acknowledges and agrees that the DDF (other than the Vendor DDF) and the SRO Settlement Statement in respect of the sale of the Property under this Contract are not title documents for the purposes of General Condition 17.1(b)(i) (as that General Condition is amended by Special Condition 1.3(b)(iii)).

11. 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.

Guarantee and Indemnity

Details

Date	
Parties	<p>The Vendor named in the Reference Schedule (Vendor)</p> <p>The Guarantor named in the Reference Schedule (Guarantor)</p>
Recitals	<p>A. At the request of the Guarantor, the Vendor has agreed to enter into the Contract.</p> <p>B. Each Guarantor guarantees the Purchaser's obligations under the Contract and indemnifies the Vendor on the terms stated in this Deed.</p>

Operative terms

1. Definitions and interpretation

1.1 Reference schedule

Capitalised words in this guarantee and indemnity that appear in the reference schedule have the meaning given to them in the reference schedule.

1.2 Defined terms

In this guarantee and indemnity:

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.

Notice means a notice or other communication connected with this guarantee and indemnity.

1.3 Interpretation

In this guarantee and indemnity:

- (a) reference to:
 - (i) one gender includes the other genders;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a body corporate; and
 - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
- (b) "including" and similar expressions are not words of limitation;
- (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (d) headings are for convenience of reference only and do not form part of this guarantee and indemnity or affect its interpretation;
- (e) this guarantee and indemnity or a provision of this guarantee and indemnity must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this guarantee and indemnity or the inclusion of the provision in this guarantee and indemnity; and
- (f) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

2. Consideration

The Guarantor has requested the Vendor to enter into the Contract with the Purchaser and the Vendor does so in consideration of this guarantee and indemnity.

3. Contract

The Guarantor acknowledges that it has been given a copy of the Contract and has had full opportunity to consider its provisions before entering into this guarantee and indemnity.

4. Guarantee

4.1 Prompt performance

The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in the Contract.

4.2 Payment

If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.

5. Indemnity

5.1 Loss or damage

The Guarantor is liable for and indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:

- (a) a failure by the Purchaser to pay any money to the Vendor under the Contract; or
- (b) the Vendor having no legal right to recover any money from the Purchaser under the Contract; or
- (c) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.

5.2 Principal and separate obligation

The indemnity in clause 5:

- (a) is in addition to and separate from the guarantee in clause 4; and
- (b) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.

5.3 Demand

The Guarantor must pay the Vendor the amount owing under the indemnity in clause 5 on demand by the Vendor.

6. Continuing security

This guarantee and indemnity is a continuing security, and is not discharged or prejudicially affected by any settlement of accounts, but remains in full force until a final release is given by the Vendor.

7. Matters not affecting Guarantor's liability

The Guarantor's liability under clauses 4 and 5 is not affected by:

- (a) the granting of time, forbearance or other concession by the Vendor to the Purchaser or any Guarantor;
- (b) any delay or failure by the Vendor to take action against the Purchaser or any Guarantor;
- (c) an absolute or partial release of the Purchaser or any Guarantor or a compromise with the Purchaser or any Guarantor;
- (d) a variation, novation, renewal or assignment of the Contract by the Vendor, whether or not this increases the liability of the Purchaser or the liability of the Guarantor under this guarantee and indemnity;
- (e) the termination of the Contract;
- (f) the fact that this guarantee and indemnity or the Contract is wholly or partially void, voidable or unenforceable;
- (g) the non-execution of this guarantee and indemnity by the Vendor or one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors;
- (h) the exercise or purported exercise by the Vendor of its rights under this guarantee and indemnity or the Contract;
- (i) a problem that means:
 - (i) the Vendor has no legal right to recover any money from the Purchaser;
 - (ii) the Purchaser does not owe any money that otherwise would be payable under Contract;
 - (iii) the Vendor knew of the problem, or should have known; or
 - (iv) the Purchaser could never have been required to pay the Vendor the money referred to in clause 5.1; or
- (j) the nomination by the Purchaser of a nominee or substitute purchaser under the Contract.

8. Payment later avoided

The Guarantor's liability is not discharged by a payment to the Vendor, which is later avoided by law. If that happens, the Vendor, the Purchaser and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.

9. Indemnity on disclaimer

If a liquidator or trustee in bankruptcy disclaims the Contract or this guarantee and indemnity, the Guarantor is liable for and indemnifies the Vendor against all resulting loss.

10. Guarantor not to prove in liquidation or bankruptcy

Until the Vendor has received all money payable to it by the Purchaser:

- (a) the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser; and
- (b) the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor.

11. Guarantor not to claim benefits or enforce rights

Until the Guarantor's liability under this guarantee and indemnity is discharged the Guarantor may not, without the consent of the Vendor:

- (a) claim the benefit or seek the transfer (in whole or in part) of any other guarantee, indemnity or security held or taken by the Vendor;
- (b) make a claim or enforce a right against the Purchaser or any other guarantor or against the estate or any of the property of any of them (except for the benefit of the Vendor); or
- (c) raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity.

12. Costs and expenses

12.1 Reimbursement on demand

The Guarantor agrees to pay or reimburse the Vendor on demand for:

- (a) its costs, charges and expenses of making, enforcing and doing anything in connection with this guarantee and indemnity, including all costs actually payable by the Vendor to its legal representatives (whether under a costs agreement or otherwise); and
- (b) all taxes (except income tax) which are payable in connection with this guarantee and indemnity or any payment, receipt or other transaction contemplated by it.

12.2 Application of money

Money paid to the Vendor by the Guarantor must be applied first against payment of costs, charges and expenses under this clause 12 and then against other obligations under this guarantee and indemnity.

13. Continuation on assignment

If the Vendor assigns its rights under this guarantee and indemnity, the benefit of the guarantee and indemnity extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

14. General

14.1 Joint and several

- (a) If a party consists of more than one person this guarantee and indemnity binds each of them separately and any two or more of them jointly.
- (b) An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.
- (c) A party (other than the Vendor) which is a trustee is bound both personally and in its capacity as a trustee.

14.2 Notices

- (a) A Notice has no legal effect unless it is in writing.
- (b) In addition to any other method of service provided by law, a Notice may be:
 - (i) sent by prepaid post to; or
 - (ii) delivered at,

the address of the addressee set out in this guarantee and indemnity or as subsequently notified in writing.
- (c) If a Notice is sent or delivered in a manner provided by clause 14.2(b), it must be treated as given to and received by the party to which it is addressed:
 - (i) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting; or
 - (ii) if otherwise delivered before 4.00 pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- (d) Any Notice by a party may be given and may be signed by its solicitor.

14.3 Governing law and jurisdiction

- (a) The law of Victoria governs this guarantee and indemnity.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

14.4 Severability

If anything in this guarantee and indemnity is unenforceable, illegal or void then it is severed and the rest of this guarantee and indemnity remains in full force.

14.5 Entire agreement

This guarantee and indemnity and the documents referred to in it are the entire agreement between the parties and supersede and discharge all previous negotiations and agreements.

14.6 Waiver and variation

A provision of or a right created under this guarantee and indemnity cannot be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by or on behalf of the parties.

Reference Schedule

Vendor means	Name	Caffee Pty Ltd
Guarantor means	Name	

Executed as a deed

Signed Sealed and Delivered by the said

in the presence of:

Signature

Signature of witness

Name (print)

Signed Sealed and Delivered by the said

in the presence of:

Signature

Signature of witness

Name (print)

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document is current as at 1 July 2024.

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Section 32 Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included.

"Nil" may be written in any of the rectangular boxes if appropriate.


Additional information may be added to section 13 where there is insufficient space.

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	9 Clayfield Boulevard, Point Cook 3029
-------------	--

+ Vendor's name	Frank Xenos - Solicitor - Signed for and on behalf of Caffee Pty Ltd	Date 22/04/2026
+ Vendor's signature		
+ Vendor's name		Date / /
+ Vendor's signature		
+ Purchaser's name		Date / /
+ Purchaser's signature		
+ Purchaser's name		Date / /
+ Purchaser's signature		

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1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$

OR

(b) Are contained in the attached certificate/s.

OR

(c) Their amounts are:

Authority	Amount	Interest (if any)
(1)	(1) \$	(1) \$
(2)	(2) \$	(2) \$
(3)	(3) \$	(3) \$
(4)	(4) \$	(4) \$

(d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge², which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$

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 section 32 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.~~

Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.4 Sale Subject to Mortgage

~~This section 1.4 only applies if this section 32 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.~~

Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

² Other than any GST payable in accordance with the contract.

1.5. **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 — Damage and Destruction

~~This section 2.1 only applies if this section 32 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.~~

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

~~OR~~

~~(b) Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:~~

Name of insurance company: _____	
Type of policy: _____	Policy no: _____
Expiry date: _____	Amount insured: _____

2.2 — Owner-Builder

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

~~(a) Attached is a copy or extract of any policy of insurance required under the *Building Act 1993*.~~

~~OR~~

~~(b) Particulars of any required insurance under the *Building Act 1993* are as follows:~~

Name of insurance company: _____	
Policy no: _____	Expiry date: _____

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s.

OR

Is as follows:

--

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

None to the Vendor's knowledge.

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.

OR

The required specified information is as follows:

- (a) Name of planning scheme
- (b) Name of responsible authority
- (c) Zoning of the land
- (d) Name of planning overlay

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements.

OR

Are as follows:

None to the Vendor's knowledge.

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:

None to the Vendor's knowledge.

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:

None to the Vendor's knowledge.

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):

Are contained in the attached certificate.

OR

Are as follows:

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*.~~

~~6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.~~

~~OR~~

~~6.2 Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.~~

~~OR~~

~~6.3 The owners corporation is an inactive owner's corporation.³~~

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

~~Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.~~

~~7.1 Work-in-Kind Agreement~~

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

~~(a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X"~~

~~(b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"~~

~~(c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"~~

~~7.2 GAIC Recording~~

³ An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

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

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

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

8. SERVICES

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

- Electricity supply Gas supply Water supply Sewerage Telephone services

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.

OR

(b) **General Law Title**

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 ~~Unregistered Subdivision~~

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

~~(a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.~~

~~OR~~

~~(b) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.~~

10.2 ~~Staged Subdivision~~

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

~~(a) Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.~~

~~(b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:~~

~~(c) The proposals relating to subsequent stages that are known to the vendor are as follows:~~

~~(d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:~~

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.~~

~~(a) Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).~~

~~OR~~

~~(b) Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).~~

11. DISCLOSURE OF ENERGY INFORMATION

~~(Disclosure of this information is not required under section 32 of the *Sale of Land Act 1962* but may be included in this section 32 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);~~

~~Are contained in the attached building energy efficiency certificate.~~

~~OR~~

~~Are as follows:~~

12. DUE DILIGENCE CHECKLIST

~~(The *Sale of Land Act 1962* provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this section 32 statement but the checklist may be attached as a matter of convenience.)~~

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 a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)~~

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 10800 FOLIO 378

Security no : 124133614722K
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LAND DESCRIPTION

Lot 134 on Plan of Subdivision 503027B.
PARENT TITLE Volume 10761 Folio 931
Created by instrument PS503027B 12/05/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CAFFEE PTY LTD of 317 GEELONG ROAD FOOTSCRAY VIC 3011
PS503027B 12/05/2004

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AB521877S 29/08/2002

DIAGRAM LOCATION

SEE PS503027B 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: 9 CLAYFIELD BOULEVARD TRUGANINA VIC 3029

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS503027B
Number of Pages (excluding this cover sheet)	5
Document Assembled	08/04/2026 15:55

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PLAN OF SUBDIVISION	EDITION 2	PLAN NUMBER PS 503027B
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<p>Location of Land Parish: TRUGANINA Township: Section: A Crown Allotment: 12^A (Part) Crown Portion: LTO base record: D.C.M.B. Title References: Vol 10761 Fol 931 Last Plan Reference: PS 447373Q Lot B Postal Address: CLAYFIELD BOULEVARD TRUGANINA 3029 AMG Co-ordinates: E 299,870m (Of approx. centre of plan) N 5,806,870m Zone 55</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: Wyndham City Council Ref: WPS5789 WYS0706</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 - 3/9/2002</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p>Open Space</p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage</p> <p>Council Delegate Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date 5/9/2003</p>	
Vesting of Roads or Reserves		
Identifier	Council/Body/Person	
ROADS RI	WYNDHAM CITY COUNCIL	

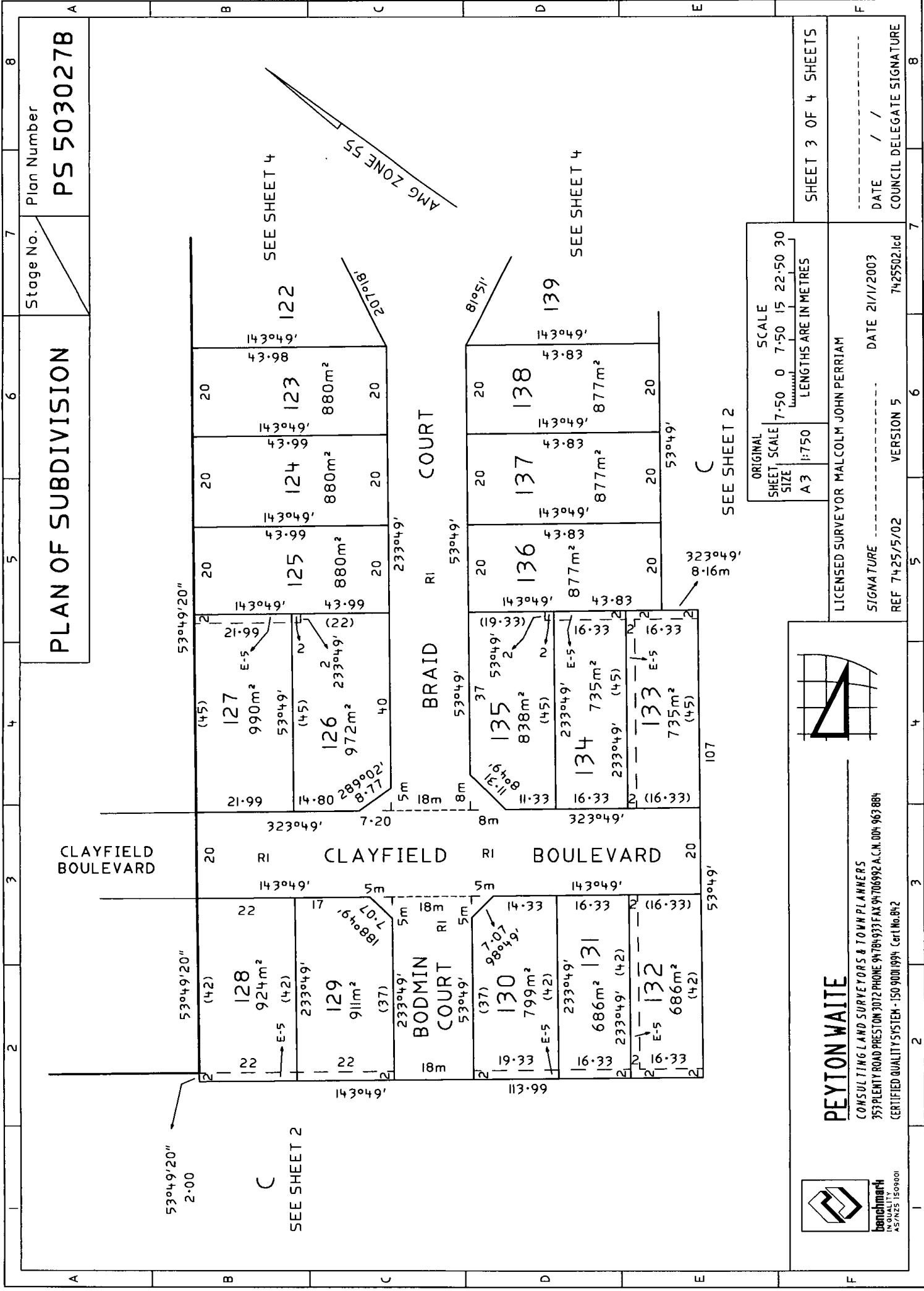
Notations

Depth Limitation: 15.24 metres below the surface.	Staging This is/is not a staged subdivision Planning Permit No.
Number of lots: 28 Area of stage: 2.966ha	Survey:- This plan is /is not based on survey. To be completed where applicable. This survey has been connected to permanent mark(s) no(s). In Proclaimed Survey Area no.

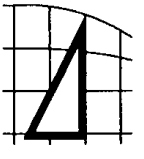
Easement Information					LTO use only
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)					Statement of Compliance / Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	Received <input checked="" type="checkbox"/> Date 6/5/2004
E-1	SEWERAGE	SEE DIAG.	PS 447373Q	CITY WEST WATER AND LAND IN PS 447373Q	
	SEWERAGE		THIS PLAN	LAND IN PS 447373Q	
E-2	GAS SUPPLY	SEE DIAG.	E191108	GFC	
	TRANSMISSION OF ELECTRICITY		CROWN GRANT Vol.8504 Fol. 386	SECV	
E-3	GAS SUPPLY	SEE DIAG.	E191108	GFC	
E-5	SEWERAGE	SEE DIAG.	THIS PLAN	CITY WEST WATER AND LAND IN THIS PLAN	

LICENSED SURVEYOR MALCOLM JOHN PERRIAM REF 7425/5/02 VERSION 5 DATE 21/1/2003 SIGNATURE -----	LTO use only PLAN REGISTERED TIME 5.27 PM DATE ¹² / 5 / 04 Assistant Registrar of Titles Sheet 1 of 4 Sheets
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 benchmark <small>IN QUALITY AS/NZS 1509:2001</small>	<h2 style="margin: 0;">PEYTON WAITE</h2> <p style="font-size: small; margin: 0;">CONSULTING LAND SURVEYORS & TOWN PLANNERS 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884</p> <p style="font-size: x-small; margin: 0;">CERTIFIED QUALITY SYSTEM - ISO 9001:1994 Cert No.842</p>	 7425502.LCD	DATES 5/9/2003 COUNCIL DELEGATE SIGNATURE Original sheet size A3
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ORIGINAL SCALE	7:50
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SHEET SIZE	A3
LENGTHS ARE IN METRES	



PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS
 353 PLENTY ROAD PRESTON 3012 PHONE 94784933 FAX 94706592 A.C.N. 004 963 884
 CERTIFIED QUALITY SYSTEM - ISO 9001:1994 Cert No. 842



SHEET 3 OF 4 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR MALCOLM JOHN PERRIAM

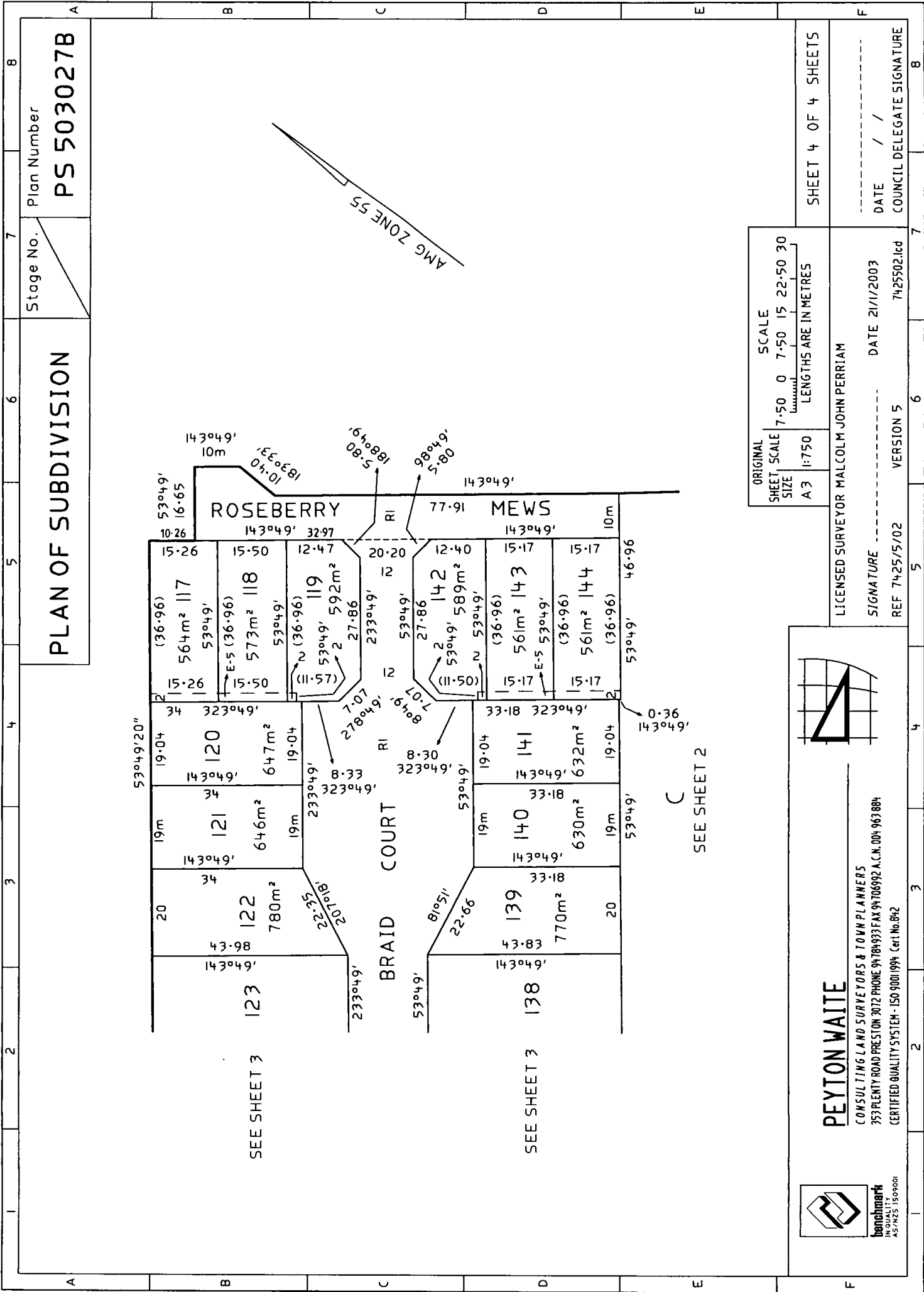
SIGNATURE

DATE 21/1/2003

VERSION 5

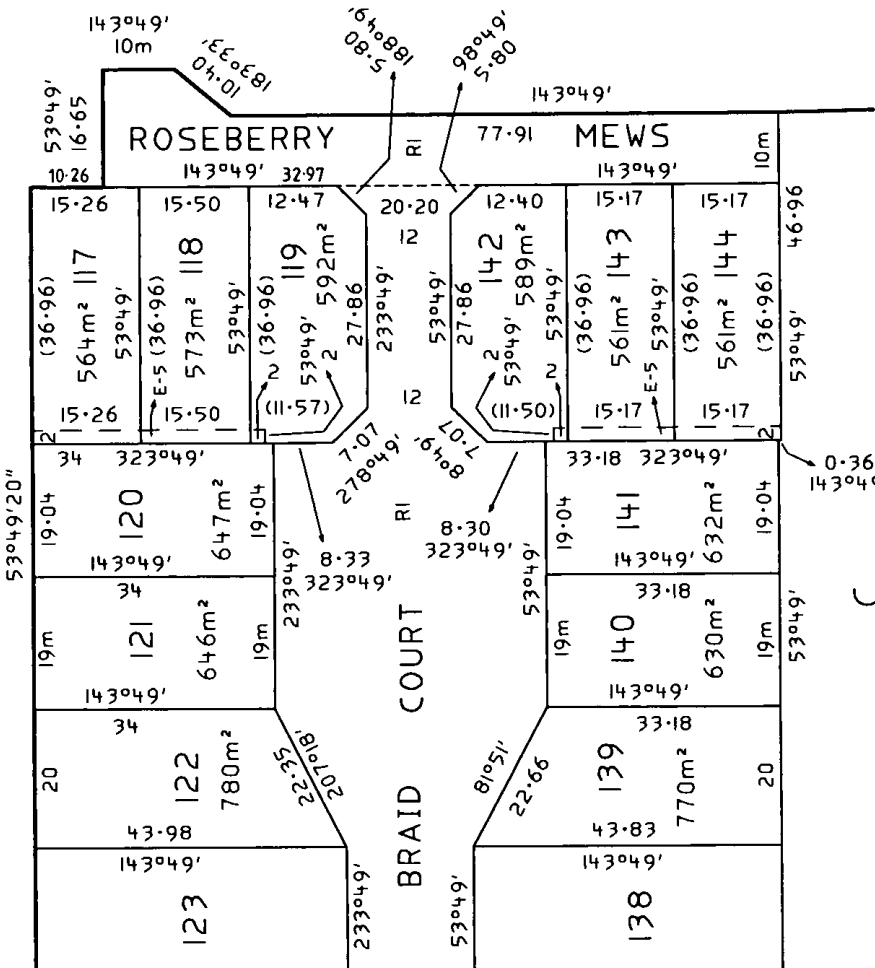
REF 7425/5/02

7425502.lcd

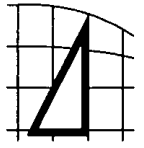


PLAN OF SUBDIVISION

Stage No. / Plan Number
PS 503027B



ORIGINAL	SCALE
SHEET SCALE	7-50 0 7-50 15 22-50 30
SHEET SIZE	A3
LENGTHS ARE IN METRES	



PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS
353 PLENTY ROAD PRESTON 3072 PHONE 94 784 9337 FAX 94 706 992 A.C.N. 004 963 884
CERTIFIED QUALITY SYSTEM - ISO 9001:1994 Cert No. 842



LICENSED SURVEYOR MALCOLM JOHN PERRIAM

SIGNATURE / DATE 21/1/2003
VERSION 5 REF 7425/5/02
COUNCIL DELEGATE SIGNATURE DATE / /

SHEET 4 OF 4 SHEETS

SEE SHEET 2

SEE SHEET 3

SEE SHEET 3



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Accept *JMF*



AB521877S



Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Registry by:-
Name: PERILLO, ADAM & FRANK
Phone:
Address:
Ref: Customer Code: 1384V

CAVEAT

The Authority having made an agreement referred to in section 181 (1) of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land: Volume 8995 Folio 469

Authority: Wyndham City Council of Civic Centre 45 Princes Highway, Werribee 3030
Section and Act under which agreement made: Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to the Application.

Signature for the Authority:
Name of Officer:

[Handwritten Signature]

John W. Moore (Coordinator, Strategic Planning)

Date: *8th* day of *August* 2002.

DGN 17/8/02



DAB521877S-1-6

ORIGINAL

AB521877S



PLANNING AGREEMENT

Parties

Caffee Pty Ltd
ACN 007 160 152 ✓

WYNDHAM CITY COUNCIL ✓



DAB521877S-2-4

THIS AGREEMENT is made the ^{MAY 2002} 20 day of ~~November 2001~~ pursuant to Section 173 of the *Planning and Environment Act 1987* ("**the Act**").

PARTIES:

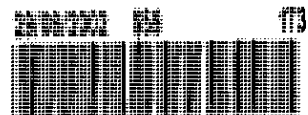
1. **WYNDHAM CITY COUNCIL** of Civic Centre, 45 Princes Highway, Victoria 3053 ("**the Responsible Authority**"); and
2. Caffee Pty Ltd (ABN: 007 160 152) of 44 Watton Street, Werribee, Victoria



RECITALS:

- A. The Responsible Authority is responsible for the administration and enforcement of the Wyndham Planning Scheme ("**the Planning Scheme**") pursuant to the provisions of the Act.
- B. The Owner is the registered proprietor or entitled to be registered as the proprietor of the land described in Certificate of Title Volume 8995, Folio 469 and known as Crown Allotment 12A, Parish of Truganina. ("**the Land**").
- C. The responsible Authority has issued Planning Permit No. WPS5789 ("**Permit**") which authorises the subdivision of the land together with adjoining land known as Lot 7, LP133720, Sayers Road, Tarneit. ("**Lot 7**")
- D. The Owner and the Responsible Authority agree that development contributions shall be made generally in accordance with the Permit and the document entitled "A Policy Framework for Infrastructure Financing in the City of Wyndham" dated 21 October 1996 ("**the Policy Framework**") or as otherwise agreed between the Responsible Authority and the Owner.
- E. Lot 7 has already been subdivided into 85 lots and associated roads and public open space, by a company associated with the owner. Arterial road works have been carried out in connection with that subdivision at a cost of \$515,643 which, it is acknowledged by the Responsible Authority, fully discharges the obligations on the owner of Lot 7 to make development contributions in respect of that land in accordance with the Permit and the Policy Framework. Furthermore, it is acknowledged by the Responsible Authority that of these costs, \$51,200 are an over-contribution towards the development contributions liability for Lot 7 and are therefore carried forward and represent a contribution towards the development contributions liability attributable to the land.
- F. The Owner and the Responsible Authority record their agreement on the terms set out in this Deed.

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IT IS AGREED THAT:

1. Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provision of Section 173 of the *Planning and Environment Act 1987* ("**the Act**").
2. This Agreement shall come into force immediately upon execution by the parties and shall run with the Title to the Land.

Interpretation

3. The expression "Owner" shall be deemed to include its successors, assignees and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land ("**the Successors**") as if each of those Successors had separately executed this Agreement.
4. The parties agree that in the interpretation of this Agreement:
 - 4.1 The singular includes the plural and the plural includes the singular.
 - 4.2 A reference to a gender includes a reference to each other gender.
 - 4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
 - 4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally.
 - 4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
 - 4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
 - 4.7 The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
 - 4.8 A reference to the words "**Planning Scheme**" includes any planning control in the form of or similar to a planning scheme and being a successor to the Wyndham Planning Scheme;
 - 4.9 A reference to the words "Responsible Authority" includes its successors as Responsible Authority for the Planning Scheme in which case any reference to the holder of an office with the Responsible Authority shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.
 - 4.10 "Works" means the infrastructure works described in Schedule 'A' to this Agreement or such other works as agreed between the owner and the

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Responsible Authority and which are the subject of the Works Plans referred to in Clause 8(a).

Jurisdiction

5. For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

Severability

6. Notwithstanding clause 1, and in the event that this Agreement is held not to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a Court of competent jurisdiction in the State of Victoria.
7. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

Undertakings of the Parties

8. The Owner agrees:



- (a) to prepare plans in accordance with the Policy Framework, ("**the Works Plans**"), at its own costs, addressing the items of infrastructure identified in Schedule 'A' to this Agreement. The Works Plans must specify works which are to the value of contribution as specified in Schedule 'A' that must be carried out by the Owner (which may not necessarily represent full completion of the infrastructure item so described) ("**the Prescribed Works**").
- (b) to submit the Works Plans for approval by the Responsible Authority.
- (c) to complete the Prescribed Works shown on the approved Works Plans to the satisfaction of the Responsible Authority or make a cash contribution in accordance with the provisions of Schedule 'A' (as the case may be).
- (d) to arrange for approved Works Plans to be carried out under the direct supervision of the Chief Executive Officer of the Responsible Authority's ("**the C.E.O.**") delegate or nominee to the satisfaction of the Responsible Authority.

9. The Responsible Authority agrees:

- 9.1 If the Owner encounters a legal impediment beyond its control that prevents it from carrying out a particular item of works listed in Schedule 'A', it may elect not to carry out the works itself, but instead, to pay a sum equivalent to the nominated value of the works to the Responsible Authority. The Responsible Authority must place the monies in a fund dedicated to constructing infrastructure of the type specified in the relevant part of





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Schedule 'A', and then carry out the works at its discretion, as soon as it is practical and reasonable to do so.

9.2 Where the Owner has:

- (a) complied with its obligations under this Agreement in respect of a stage of subdivision of part of the Land, the Responsible Authority shall specify in the statement of compliance this Agreement no longer applies to the part of the Land in that stage of subdivision; and
- (b) completed all its obligations imposed by this Agreement, the Responsible Authority must within 28 days of being requested by the Owner, complete and execute all documents necessary to remove this Agreement as an encumbrance upon the Land or any part of the Land and provide to the Owner a registrable form of notice under section 183 of the Act.

10. The parties agree that:

- (a) The Responsible Authority may intervene, to carry out scheduled works at an earlier date than is required under this Agreement, subject to the following development arrangements:
 - (i) If development of the land has not progressed to a point at which a contribution is to be made for any item of infrastructure specified in Schedule 'A' but the Responsible Authority believes the item of infrastructure is urgently needed and the Responsible Authority is able to fund or secure its construction from another source, the Responsible Authority may notify the Owner that if it proposes to carry out the works at a specified time.
 - (ii) The Responsible Authority may only undertake works of the type referred to in paragraph (i) above if they are to be located on land which is either owned or controlled by the Responsible Authority.
 - (iii) The Owner must respond to the notice given in accordance with paragraph (i) within 30 days, and advise the Responsible Authority whether or not it consents to the proposal.
 - (iv) If the Owner agrees to the Responsible Authority's proposal or if any dispute between the Responsible Authority and the Owner regarding the proposal is resolved by the Victorian Civil and Administrative Tribunal in the Responsible Authority's favour, the Owner's liability in regard to the infrastructure item concerned will be to make a payment to the Responsible Authority of an amount equivalent to the value of the works as nominated in Schedule 'A'. Payment of the required amount must be made in full on or before the "point at which the contribution is to be made" as specified in Schedule 'A'.

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- (b) If the Owner fails to comply with any of the provisions of this Agreement, the C.E.O. or his or her delegate may caused to be served on the Owner a notice ("the Notice") in writing specifying those works to which the Owner is in default ("the Remedial Works"). The Notice may set out the costs as estimated by the General Manager of the Responsible Authority of carrying out the Remedial Works ("the Estimated Costs").
- (c) If the Owner fails to complete the Remedial Works within 30 days after service of the Notice,
 - (i) the Responsible Authority may by its staff, agents and contractors, enter onto the Land and cause the Remedial Works to be carried out.
 - (ii) the C.E.O. or his or her delegate may cause to be served on the Owner a demand in writing ("the Demand") for the Estimated Costs.
- (d) if the Owner is served with the Demand, the Owner agrees to immediately pay the amount of costs specified in the Demand.
- (e) If the Responsible Authority completes the Remedial Works, the General Manager of the Responsible Authority must certify the actual costs of the Remedial Works.
- (f) If the actual costs of the Remedial Works are less than the Estimated Costs paid by the Owner to the Responsible Authority, the Responsible Authority must reimburse to the owner the difference between the actual costs and Estimated Costs.
- (g) On completion of the approved Works or the payment of the cash contribution in accordance with Schedule 'A', the Responsible Authority agrees it has no further claim on the Owner for contributions in relation to the Land.
- (h) In the event the receipt of the development contributions referred to in Schedule 'A' are subject to the goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) ("GST") or any other goods and services tax, in addition to the amount payable by the Owner under this Agreement, the Owner must pay to the Responsible Authority a sum equivalent to the GST payable, if any, by the Responsible Authority in respect of that amount, at the same time, and in the same manner as the relevant amount is payable. The entitlement of the Responsible Authority to payment of any GST by the Owner is subject to a tax invoice being delivered to the Owner by the Responsible Authority.

Disputes

- 11. In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("the Tribunal") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, such matters shall be

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and is hereby referred to arbitration for an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominate, for arbitration.

12. Provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the Tribunal in accordance with Section 149 (1) (b) of the Act.
13. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 11 and 12 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

Owner's Covenants

14. The Owner warrants and covenants that:
 - (a) it is both the registered proprietor (or entitled to be so) and the beneficial owner of the Land;
 - (b) there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Subject Land and not disclosed by the usual searches;
 - (c) the Subject Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the *Transfer of Land Act* 1958.



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Registration of Agreement

15. The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Responsible Authority to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act.
16. Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a Memorandum of this Agreement is registered on the Title to the Land, successors in title shall be required to:
 - (a) Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
 - (b) Execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

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Notification to Successors in Title

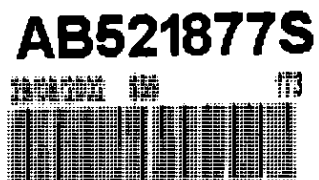
17. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof until this Agreement and the Section 181 Application has been lodged with Land Victoria by or on behalf of the Responsible Authority and entered on the Certificate of Title to the Land.
18. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.
19. The Owner and the Responsible Authority acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act and during the period of this Agreement the obligations imposed on the Owner, are conditions on which the Land may be used or developed for specified purposes and, are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

Owner May Apply for Planning Permission

20. The parties acknowledge and agree that this Agreement will not and is not intended to prejudice the rights of the Owner to make any application under the Planning Scheme for permission to use and develop the Land or prevent or constrain the Responsible Authority from considering and determining any such application (other than the Planning Permit) in accordance with the requirements of the Planning Scheme and the Act.

Service

21. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:
 - (a) by delivering it personally to that party;
 - (b) by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
 - (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.
22. A notice or other communication is deemed served:
 - (a) if delivered, on the next following business day;
 - (b) if posted, on the expiration of two business days after the date of posting; or



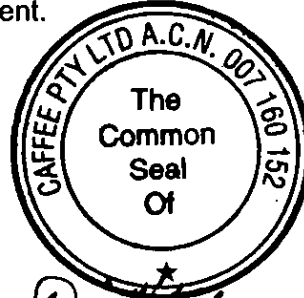


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- (c) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

IN CONFIRMATION of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

THE COMMON SEAL OF Caffee Pty Ltd)
 [ACN: 007 160 152])
 was affixed in accordance with its articles)
 of association in the presence of:)



[Handwritten Signature]
 Signature of director

[Handwritten Signature]
 Signature of director/secretary

F. D. NATALE
 Name of director - please print

PAUL D. NATALE
 Name of director/secretary - please print

THE COMMON SEAL OF WYNDHAM CITY COUNCIL)
 was affixed in the presence of:)



[Handwritten Signature]
 Councillor

.....
 Councillor
[Handwritten Signature]
 Chief Executive Officer



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Schedule 'A'



Lot 7 and Crown Allotment 12A Sayers Road, Truganina

Contributions to be made in accordance with the provisions of this Agreement

Item No	Point at which contribution is to be made	Infrastructure Item	Value of contribution in accordance with Council Policy
1.	Commencement of development (Lot 7)	Sayers Road widening for length of 215 metres (including land, drain relocation, culvert, cable relocation, and road construction)	\$516,600* ¹
2.	Release by titles office of 143 rd Lot	Monetary contributions to cost of arterial roads proximate to the land.	\$125,000
3.	Release by titles office of 171 st Lot	Monetary contributions to cost of arterial roads proximate to the land.	\$130,200
4.	Release by titles office of 197 th Lot	Monetary contributions to cost of arterial roads proximate to the land.	\$121,000
5.	Release by titles office of 219 th Lot	Construction of portion of Forsyth/Marquands Roads link	\$490,000
6.	Release by titles office of 333 rd Lot	Monetary contributions to cost of arterial roads proximate to the land.	\$95,000
7.	Release by Titles Office of 379 th Lot or completion of the second last stage of subdivision of the land, which ever first occurs.	Monetary contribution to: <ul style="list-style-type: none"> • Cost of constructing neighbourhood community centre • Arterial roads proximate to the land 	\$168,000 \$7,000
8.	Release by Titles Office of 407 th Lot or completion of the final stage of subdivision of the land, which ever first occurs.	Construction of the northern access road link to CA 12A from Forsyth / Marquands Road (estimated length 230 metres)	\$230,000

Note:

* denotes actual costs incurred

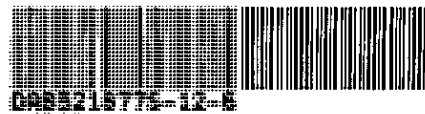
1. All outstanding contributions as referred to in Items 2 to 8 inclusive are to be indexed at 1 July of each year in accordance with movements in the consumer price index over the previous year.



2. Net Developable Area = 51.83 hectares
3. Roads contribution at 1 July 2001 = \$33,073 per hectare
4. Community Centres contribution at 1 July 2001 = \$3,240 per hectare
5. Lot yields expected from the staged development of the land according to subdivision plans approved by the Council as at the date of execution of this Agreement.

Stage	No. of Lots
1.	41
2.	44
3.	31
4.	27
5.	28
6.	26
7.	22
8.	22

Stage	No. of Lots
9.	21
10.	18
11.	28
12.	25
13.	46
14.	28
Total Lots	407



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Created at 08 April 2026 03:41 PM

PROPERTY DETAILS

Address: **9 CLAYFIELD BOULEVARD TRUGANINA 3029**
Lot and Plan Number: **Lot 134 PS503027**
Standard Parcel Identifier (SPI): **134\PS503027**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **127251**
Directory Reference: **Melway 203 D9**

www.wyndham.vic.gov.au

SITE DIMENSIONS

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



Area: 735 sq. m

Perimeter: 123 m

For this property:

— Site boundaries

— Road frontages

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

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **LAVERTON**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

From www.planning.vic.gov.au at 08 April 2026 03:41 PM

PROPERTY DETAILS

Address: **9 CLAYFIELD BOULEVARD TRUGANINA 3029**
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Directory Reference: **Melway 203 D9**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **LAVERTON**
OTHER
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria & Country
Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

PPRZ - Public Park and Recreation

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

Planning Overlays

No planning overlay found

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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).

Further Planning Information

Planning scheme data last updated on 2 April 2026.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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



Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 1300 023 411
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 657961

Our Ref: w2026C55690

09 April 2026

Landata
DX 250639
MELBOURNE VIC

Dear Sir/Madam,

BUILDING PERMIT HISTORY
PROPERTY: 9 Clayfield Boulevard TRUGANINA VIC 3029

A search of Building Services records for the preceding 10 years has revealed the following building history.

Permit No	Building Type	Permit Date	Occupancy/Final No.	Occupancy/Final Date
20170210/0	Rectification works to vehicle impact damaged dwelling	19/05/2017	20170210/0	02/11/2017

Determinations made under Regulation 64(1) or exemptions granted under regulation 231(2)

Council has no records of any determinations or exemptions granted. Check current Building or Occupancy Permits for these details.

Outstanding orders or notices

Our records show that there are no outstanding notices or orders under the Building Regulations. However, it is to be noted that we have not conducted an inspection of the property in regard to this enquiry and that this does not preclude Council from taking action on any illegal building works subsequently identified.

Make your own enquiries

The information supplied in this letter is based solely on current Building Services records. We have made no enquiries beyond consulting these records. Consequently we recommend that you make your own enquiries for any specific details you may require.

Personal safety

In the interests of personal safety, we also remind you that:

- All residential properties with existing swimming pools or spas must have compliant safety pool fencing
- If smoke alarms have not been installed in a residential property, they must be installed by the new owner within 30 days of property settlement.

Failure to comply with either of these requirements may result in significant fines and Court prosecution.

Disclaimer

We expressly disclaim any liability for loss, however occasioned from reliance upon the information herein.

If you have any questions about this letter, please contact Building Services on (03) 9742 0716 or email mail@wyndham.vic.gov.au.

Yours faithfully,

A handwritten signature in blue ink, appearing to read "Philip Wilson".

**PHILIP WILSON
CO ORDINATOR BUILDING SERVICES**



Civic Centre
Postal

45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone
Email

(03) 9742 0777
mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

ABN: 38 393 903 860

OurRef: w2026C55691

Your Ref: 657961

09 April 2026

Landata
DX 250639
MELBOURNE VIC

PROPERTY DETAILS

Property No: 127251

**9 Clayfield Boulevard
TRUGANINA VIC 3029
V 10800 F 378 L 134 PS 503027 Truganina Parish**

PROPERTY INFORMATION REQUEST: Building Regulations 2018 – Regulation 51

Liable to flooding (Reg 153)	NO
Designated as subject to attack by termites (Reg 150)	YES
Subject to significant snow falls (Reg 152)	NO
Designated land or works under Part 10 of the Water Act 1989 (Reg 154)	NO
Bushfire Attack Level specified in Planning Scheme (Reg 156)	NO
Community Infrastructure Levy Section 24(5) of the Building Act 1993	NO

NOTE: Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18 November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or Anstat websites. Where City West Water is the relevant water authority this information can be obtained by purchasing a property information statement from this authority. For information on drainage assets please contact Melbourne Water on 131 722.

PHILIP WILSON
CO ORDINATOR BUILDING SERVICES



Civic Centre
Postal 45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone 1300 023 411
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

ABN: 38 393 903 860

Your Ref: 657961

Our Ref: wLIC03364/26

Date: 08/04/2026

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2026
Assessment No: 127251
Certificate No: wLIC03364/26
All Enquiries and Updates to 1300 023 411

127251

Property Description: V 10800 F 378 L 134 PS 503027 Truganina Parish
AVPCC Code: 110 - Detached Home
Property Situated: 9 Clayfield Boulevard
TRUGANINA VIC 3029

Site Value	\$530000	CIV	\$820000	NAV	\$41000
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The level of valuation is 01/01/2025.

The Date Valuation was adopted for rating purposes is 01/07/2025.

Total Arrears		\$10.67
Current Year's Rates		
General DL Rates		\$1817.12
Municipal Charge		\$70.32
Garbage Charge		\$461.80
Fire Services Levy		\$277.86
Current Rates Levied	\$2627.10	
Less Payments		(\$2000.31)
Balance Outstanding		\$637.46

TOTAL OUTSTANDING	\$637.46
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Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.

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

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

OTHER INFORMATION NOTICES AND ORDERS:

There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.

There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.

There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.

LAND CLEARANCE CHARGES:

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law.

Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.

Please contact Council's City Resilience Department via email at mail@wyndham.vic.gov.au to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

NOTE: Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificates issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

APPLICANT: Landata

RECEIVED THE SUM OF \$30.60 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE: wLIC03364/26



Abhinav Mehra/Coordinator Finance Operations

Payment Options



BPAY (Rates payments only)

Bill Code: 76869

Customer Reference Number: 1274334

Online via Credit Card

Visit www.wyndham.vic.gov.au

Rates Payment

Bank Reference Number: 1274334

Land Clearance Charge (if applicable)

See Reference Number above

Cheque Payment

Send cheque made payable to Wyndham City Council and a copy of this LIC to PO Box 197, Werribee, VIC 3030



LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

80180622-020-9

Statement number

6505714194

Date of Issue 13 Apr 2026**Total amount**

\$227.46

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address 9 CLAYFIELD BOULEVARD, TRUGANINA VIC 3029

Property number 9584430000

Lot on Plan 134\PS503027

Comments

Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billcode: **8789**
Ref: **96857210009**
Go to **bpay.com.au**
@Registered to BPAY
Pvt Ltd
ABN 69 079 137 518

**Australia Post**

Billcode: **0362**
Ref: **0968 5721 0007**
Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app



*362 096857210007

Annual Charges

Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.24	Quarterly	\$224.24	\$55.91
Residential Sewer Service Charge	\$297.98	Quarterly	\$297.98	\$74.29
Parks	\$89.79	Quarterly	\$89.79	\$22.39
Waterways and Drainage	\$125.00	Quarterly	\$125.00	\$31.18
Total annual charges	\$737.01		\$737.01	\$183.77

Other charges and adjustments

Service charges owing for previous financial years	\$0.00
Volumetric charges owing to 08/04/2026	\$43.69
Adjustments	\$0.00
Total charges and adjustment	\$227.46

Outstanding charges

Current balance	\$227.46
Plus remainder service charges to be billed	\$0.00
Total charges	\$227.46

Volumetric Charges

Please note the water meter on this property was last read on 08/04/2026. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 08/04/2026 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$0.52 per day

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

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

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

General Information

If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - gww.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,



Terence Alvares

General Manager, Customer Experience

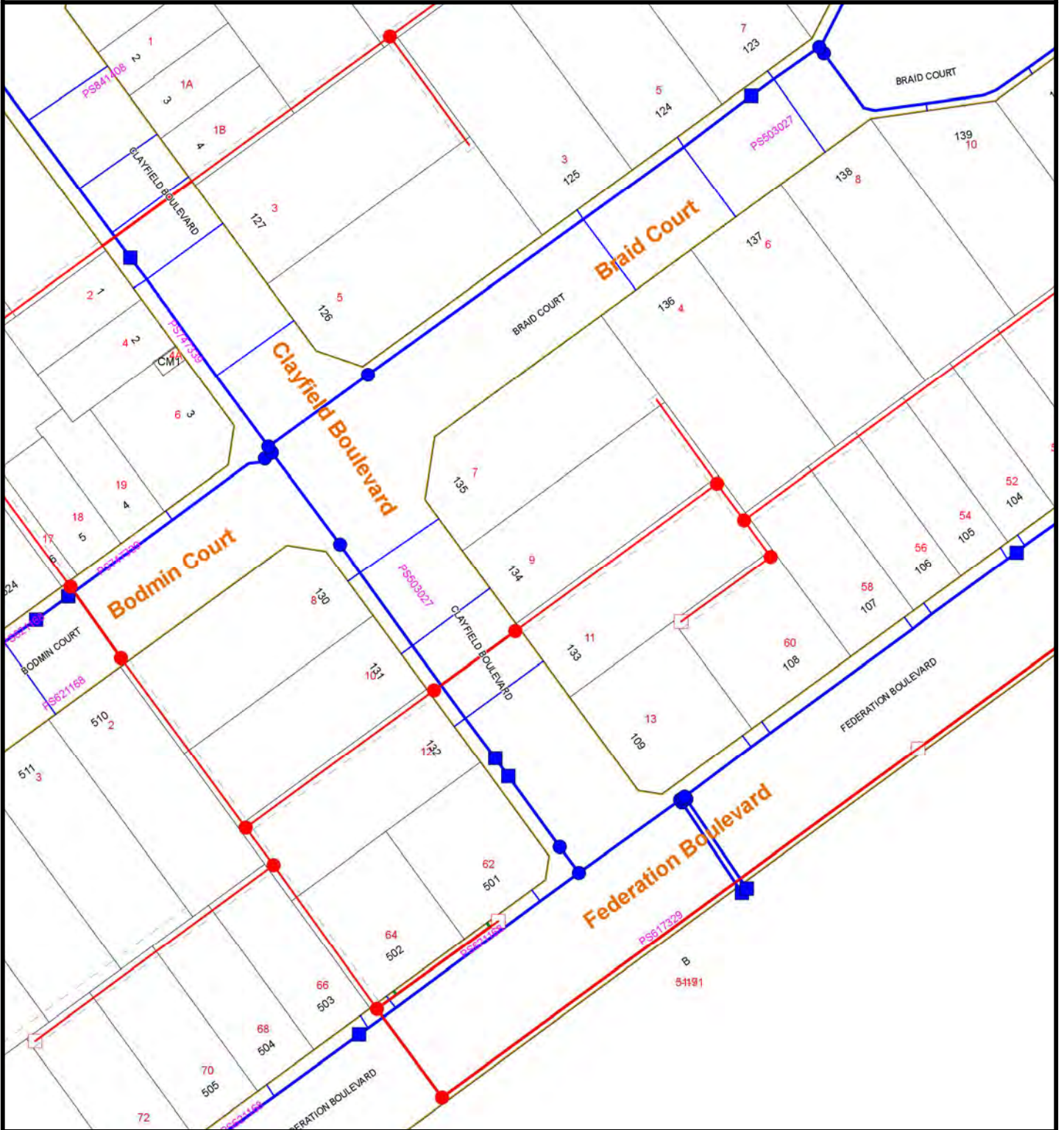
INFORMATION STATEMENT PLOT

Address :

9 CLAYFIELD BOULEVARD TRUGANINA 3029

Reference :

PID000344859



Scale 1:1000
Printed on : 09/04/2026

Water Main DOES NOT traverse property
Sewer Main DOES traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water
36 Macedon St.
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Land Tax



INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference: 1419144

Certificate No: 98589252

Issue Date: 09 APR 2026

Enquiries: CXN2

Land Address: 9 CLAYFIELD BOULEVARD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31593517	134	503027	10800	378	\$0.00
	134	503027			

Vendor: CAFFEE PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
CAFFEE PTY LTD	2026	\$530,000	\$8,063.75	\$0.00

Comments: Land Tax of \$8,063.75 has been assessed for 2026, an amount of \$8,063.75 has been paid.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$820,000

SITE VALUE (SV): \$530,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE: \$0.00**

Notes to Certificate - Land Tax

Certificate No: 98589252

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,040.00

Taxable Value = \$530,000

Calculated as \$1,350 plus (\$530,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,200.00

Taxable Value = \$820,000

Calculated as \$820,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 98589252

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: 98589252

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference: 1419144

Certificate No: 98589252

Issue Date: 09 APR 2026

Enquires: CXN2

Land Address: 9 CLAYFIELD BOULEVARD TRUGANINA VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31593517	134	503027	10800	378	\$0.00
	134	503027			\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$820,000
SITE VALUE:	\$530,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98589252

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / HWL EBSWORTH LAWYERS

Your Reference:	1419144
Certificate No:	98589252
Issue Date:	09 APR 2026

Land Address: 9 CLAYFIELD BOULEVARD TRUGANINA VIC 3029

Lot	Plan	Volume	Folio
134	503027	10800	378
134	503027		

Vendor: CAFFEE PTY LTD
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 98589252

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY




Billers Code: 416073
Ref: 98589252

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: 98589252

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 9 CLAYFIELD BOULEVARD

SUBURB: TRUGANINA

MUNICIPALITY: WYNDHAM

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 203 Reference D9

DATE OF SEARCH: 8th April 2026

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
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For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

APPLICANT:

HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts)

PROPERTY ADDRESS:

9 CLAYFIELD BOULEVARD
TRUGANINA

CERTIFICATE NO:

80180622

PARCEL DESCRIPTION:

Lot 134 PS503027B
Lot 134 PS503027

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. An application for exclusion from the Victorian Heritage Register has not been made.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.

Authorised by:



Steven Avery
Executive Director, Heritage Victoria

DATE AUTHORISED: 08/04/2026

Note: This Heritage Certificate is valid at the date of issue.



**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

HWL Ebsworth Lawyers C/- InfoTrack (Major Accounts)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 657961

NO PROPOSALS. As at the 8th April 2026, 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®.

9 CLAYFIELD BOULEVARD, TRUGANINA 3029
CITY OF WYNDHAM

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: 8th April 2026

[Vicroads Certificate] # 80180622 - 80180622155324 '657961'