

Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **2A Dresden Avenue, Heathmont 3135**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

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

Print name(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)

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

Print name(s) of person(s) signing: **MATTHEW ALLAN BEACOM AND BELINDA SUZANNE BEACOM
FORMERLY GRAHAM**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

Property address

The address of the land is: **2A Dresden Avenue, Heathmont 3135**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, electric light fittings, window furnishings, dishwasher, split-system cooling as inspected.

Price	\$	
Deposit	\$	by 10% upon signing
Balance	\$	payable at settlement

GST (general condition 13)

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

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If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words **'farming business'** or **'going concern'** in this box

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

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Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

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

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

Terms contract (general condition 23)

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

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Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

Special conditions

Special Conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
 - the parties initial each page containing special conditions;
 - a line is drawn through any blank space remaining on this page; and
 - attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)
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Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit taking institution; or
 - (c) by 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.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 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.

Special condition 2 - Acceptance of title

General condition 12.4 is added:

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

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

Special condition 5 – Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value 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.
- 15A.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.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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.
- 15A.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 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.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST withholding

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in

- accordance with this 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.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6. However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 of 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.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*
- The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.
- 15B.12 This general condition will not merge on settlement.

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

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

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

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

Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 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 special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 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 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

9 Definitions

in this Contract, unless the contract otherwise requires, the following expressions shall have the following meanings:-

"**Business Day**" means a day on which trading banks are open for business in Melbourne;

"**Goods**" means the goods (if any) set out in the Particulars of Sale;

"**Contract**" means this Contract of Sale of Real Estate and the annexures and schedules to this Contract;

"**Day of Sale**" means the date of the Contract;

"**Deposit**" means the deposit specified in the Particulars of Sale;

"**Month**" means a calendar month;

"**Particulars of Sale**" means the Particulars of Sale forming part of this Contract;

"**Price**" means the price so described in the Particulars of Sale;

"**Property**" means the property sold pursuant to this Contract;

"**Purchaser**" means the person so described in the Particulars of Sale;

"Purchaser's legal practitioner or conveyancer" means the legal practitioner or conveyancer so described in the Particulars of Sale or other legal practitioner or conveyancer of whom the Vendor's legal practitioner is notified by the Purchaser from time to time;

"Settlement Date" means the date so specified in the Particulars of Sale;

"Substituted Purchaser" means an additional or substituted purchaser nominated by the Purchaser pursuant to the provisions of this Contract;

"Vendor" means the person so described in the Particulars of Sale;

"Vendor's Agent" means the agent so described in the Particulars of Sale;

"Vendor's legal practitioner" means the legal practitioner so described in the Particulars of Sale or such other legal practitioner of whom the Purchaser or the Purchaser's legal practitioner or conveyancer are notified by the Vendor from time to time.

10 Interpretation

In this Contract unless the context otherwise requires:-

Words importing the singular include the plural and vice versa and words importing any gender include all other genders. Words importing a person includes a natural person and any body or entity whether incorporate or not and vice versa.

Headings are for convenience only and do not affect the interpretation of this Contract.

The first letters of words and expressions defined in this Contract are indicated by capital letters for convenience and the absence of a capital letter does not alone imply that the word or phrase is used with a meaning different from that given by its definition.

A reference to any party to this Contract includes that party's successors, legal personal representatives and permitted assigns.

A reference to a body whether statutory or not which has ceased or ceases to exist or whose powers or functions have been transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers, functions and authority.

An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.

An agreement, representation or warranty on the part of two or more persons binds them jointly and severally.

"Include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

The Vendor does not warrant the accuracy or completeness of any of the copy documents listed in the Vendor's Statement unless otherwise expressly provided for in this Contract or required or implied by law.

A reference to a document includes the document as modified from time to time and any document replacing it.

If something is to be done on a day which is not a Business Day then that thing must be done on the next or following Business Day.

The words "in writing" include any communication sent by letter, facsimile transmission or email.

A reference to any statute, proclamation, rule, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, regulation or ordinance replacing it. A reference to a specified section, clause, paragraph, schedule or item of any statute, proclamation, rule, regulation or ordinance means a reference to the equivalent section of the statute, proclamation, rule, regulation or ordinance which is for the time being in force.

Any part of this Contract which is or becomes invalid, unenforceable, illegal or void will be severed from this Contract but such severance will not affect the validity or enforceability of the other parts of this Contract.

Any provision of this Contract which is capable of taking effect after completion of this Contract continues in force and effect and does not merge on completion.

This Contract is governed by the laws of Victoria, and the parties agree to submit to the jurisdiction of the courts in that State and the Commonwealth of Australia in respect of all matters or things arising out of this Contract.

This Contract is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

11 No Right of Set-Off

Unless this Contract provides otherwise, a party has no right of set-off against a payment due to another party.

12 Acknowledgment of Documents

The Purchaser acknowledges being given a Vendors Statement in accordance with Section 32 of the Sale of Land Act 1962.

13 Restrictions, Easements and Other Encumbrances

The Purchaser buys subject to:

- a) any restrictions imposed by and to the provisions of any planning scheme or planning or building controls or any planning permit or agreement with any responsible authority affecting the Property; and
- b) any easement or other encumbrance affecting the Property whether registered on the Certificate of Title or not and the Purchaser shall not make any objection, requisition, claim for compensation or damages, delay the Settlement Date, rescind or terminate because of any such restriction, easement or other encumbrance.

14 Acknowledgement of Condition

14.1 The Purchaser represents and warrants to the Vendor that the Purchaser:

- a) is satisfied as to the nature, quality, condition and state of repair of the Property;
- b) accepts the Property as it is and subject to all defects (latent or patent) and all dilapidation and infestation;
- c) is satisfied about the purposes for which the Property may be used and about all restrictions and prohibitions on its development;
- d) has full legal capacity and power to enter into this Contract;
- e) accepts the Property and any goods are sold in their present condition and subject to any defects and subject to any notices or orders affecting the property as disclosed in the Vendor Statement; and
- f) is satisfied that no failure of any buildings or improvements to comply with any planning or building legislation, regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects the validity of this Contract.

14.2 The Purchaser may not make any objection, requisition, claim for compensation or damages, delay the Settlement Date, rescind or terminate because of anything in connection with:

- a) any of the matters referred to in paragraph 1 of this Special Condition;
- b) loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Property between the date of this Contract and the Settlement Date unless caused or contributed to by the Vendor between the Day of Sale and the Settlement Date;
- c) the roof or surface water drainage from the Property being connected to a sewerage service;
- d) there being or not being an easement or other right in respect of a service; or
- e) the condition or existence or non-existence of services.

15 Identity of Land

- a) The Purchaser acknowledges that the Property offered for sale and inspected by the Purchaser is identical with the Property described in the Title particulars contained in the Particulars of Sale.
- b) The Purchaser must not make any objection or claim for compensation, or refuse or delay payment of the balance of the purchase price because of:
 - i. any misdescription of the land;
 - ii. any deficiency in its area or measurements of the land;
 - iii. any encroachment upon the land;
 - iv. any improvements not being erected within the boundaries of the land; or
 - v. any failure to comply with a law relating to the Property or a requirement of any government agency.
- c) The Purchaser may not call upon the Vendor to:
 - i. amend title;
 - ii. rectify any failure to comply with a law applicable to land or a requirement of any authority;
 - iii. relocate any improvements not erected within the boundaries of the land;
 - iv. remove or relocate any improvements owned by other persons which encroach onto the land;
 - v. do any work to the property;
 - vi. bear the cost of doing so.

16 Finance

If this Contract is subject to loan approval and the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the approval date, the Purchaser must provide written proof to the Vendor from the nominated lender refusing finance approval to the Purchaser, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance. This Special Condition modifies General Condition 14.

17 Deposit

- a) If the deposit is paid into a special purpose banking account pursuant to General Condition 11.1(c) of this Contract, interest earned on the deposit (after deduction of all costs, duties, taxes and expenses payable in respect of such interest) must be paid to the party ultimately entitled to receive the deposit.
- b) If a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the Income Tax Assessment Act may be so withheld and paid pursuant to the provision of that act.

18 Documents Signed Under Power of Attorney

If any documents are to be signed on behalf of the purchaser under Power of Attorney the purchaser must provide the Vendor with a copy of the Power of Attorney certified in accordance with the provisions of Section 111 of the Instruments Act and meeting all requirements of the Land Titles Office, prior to settlement.

19 Goods

The property in any Goods sold by this Contract will not pass to the Purchaser until the purchase money is paid in full.

20 GST

The Purchaser acknowledges:

- a) GST refers to a goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* and the terms used have the meanings as defined in the GST Act.
- b) The Property has been occupied as a residence and it is a residential premises under the GST Act and the Purchaser agrees, on and after completion of this sale, to use the property for residential accommodation.
- c) In the event of the Vendor being liable for GST because of the Purchaser's non use of the property for residential accommodation, the Purchaser agrees to pay to the Vendor, within 14 days after the Vendor's liability for GST on this sale is confirmed by the Commissioner, the amount of the GST, including any additional penalty and interest and the Vendor prior to such payment shall provide a tax invoice in a form which complies with the GST Act and the regulations to the Purchaser.

21 Default

If before settlement:

- a) the Purchaser or any Guarantor, being a natural person:
 - i. dies;
 - ii. becomes bankrupt or enters into a scheme of arrangement, composition or assignment with or in favour of its creditors;
 - iii. is sentenced to imprisonment for a term exceeding one month; or
 - iv. is a protected person under any legislation or an involuntary patient or security patient under the Mental Health Act 1986; or

- b) the Purchaser or any Guarantor, being a Company:
 - i. is subject to an application for winding up;
 - ii. enters into a scheme of arrangement for the benefit of its creditors;
 - iii. resolves to go into liquidation; or
 - iv. is put into the control of a receiver or administrator

then the Vendor may terminate this Contract by Notice to the Purchaser and the Vendor may, in all of the above circumstances other than in paragraph (a)(i) of this Special Condition, retain the Deposit and any Deposit Interest.

22 Indemnity

The Purchaser indemnifies the Vendor against any liability or loss arising from, and any costs, charges and expenses incurred in connection with, the Purchaser's default under this Contract or the Purchaser's breach of warranty, including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher. The Purchaser's default or breach is not remedied until any amount payable by the Purchaser to the Vendor under this Special Condition in connection with that default or breach is paid.

23 Foreign Investment Review Board

23.1 The Purchaser warrants to the Vendor that the acquisition of the Property by the Purchaser does not fall within the scope of the Foreign Acquisitions and Takeovers Act 1975 (Cth) and is not examinable by the Foreign Investments Review Board and that no approval of the purchase by the Foreign Investments Review Board is required.

23.2 In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the Foreign Acquisitions and Takeovers Act 1975.

23.3 The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this contract including any consequential loss.

24 Guarantee

Where the Purchaser is a corporation or if the Purchaser comprises more than one corporation any one or more of them (except a corporation listed on an Australian Stock Exchange) the Purchaser must on or before the Day of Sale have each of the directors of the relevant corporation execute and deliver to the vendor the Guarantee and Indemnity in the form annexed to this Contract of Sale.

25 Entire Agreement

- a) This Contract constitutes the entire agreement of the parties and supersedes and extinguishes all prior agreements, representations, promises, undertakings, arrangements, understandings and negotiations in respect of the matters dealt with in this Contract.
- b) The Purchaser agrees that no representations, promises, conditions, warranties or other items affecting the sale other than those expressly set out in this Contract relating to the Property have been made by or on behalf of the Vendor.

26 Waiver

Waiver by the Vendor of any breach or default in the performance by the Purchaser of its obligations or the failure, refusal or neglect by the Vendor to exercise any right, power or option given to it or to insist upon strict compliance with the performance by the Purchaser of any of its obligations does not constitute a waiver of any of the provisions of this Contract with respect to any subsequent or continuing breach or a waiver by the Vendor of its rights at any time to require exact and strict compliance with such provisions notwithstanding any rule of law or equity to the contrary.

27 No Merger

Any provision of this Contract of Sale that is capable of taking effect after settlement continues in full force and effect and does not merge on settlement.

28 Swimming Pool

Where the Property includes a swimming pool, spa or pond, the Purchaser acknowledges that it has made its own inquiries regarding their obligations as owners under the provisions of the pool regulations and have not relied on any representations made by the vendor or the agents in this regard. The Purchaser indemnifies and keeps indemnified the Vendor on or after the Day of Sale in respect of all orders and regulations under the building regulations.

29 Sale by Auction

- a) The Property is offered for sale by public auction, subject to the Vendor's reserve price.
- b) The rules for the conduct shall be as set out in Schedules to the Sale of Land (Public Auctions) Regulations 2014 (or any rules prescribed by regulations which modify or replace those Rules).

General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
 - (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
 - (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

11. PAYMENT

11.1 The purchaser must pay the deposit:

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

11.2 If the land is sold 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 conveyance on trust for the purchaser until registration of the plan of subdivision.

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

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

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

13. GST

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

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

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

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

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

(d) by email.

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

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

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

GUARANTEE

I/We, _____ of _____
and _____ of _____

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

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

IN WITNESS whereof the parties hereto have set their hands and seals the _____ day of _____ 20____

SIGNED SEALED AND DELIVERED by the said _____)
in the presence of: _____)

.....witness

SIGNED SEALED AND DELIVERED by the said _____)
in the presence of: _____)

.....witness

PROPERTY LAW DISPUTE RESOLUTION COMMITTEE GUIDELINES & REQUIREMENTS



**LAW
INSTITUTE
VICTORIA**

The Committee has been established to decide disputes relating to real property matters. Where one party does not have a legal practitioner representing them, the dispute cannot be heard until that party instructs a legal practitioner.¹

An *agreed* Statement of Facts submitted in the dispute *must* be signed by *all* referring legal practitioners and *must* include:

- 1.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
- 1.2 The *issues for resolution*, based upon the *agreed* facts, to be decided by the Committee.
- 1.3 Any *contentions* that either party wishes to make.
- 1.4 Complete and legible copies of all relevant documents.
- 1.5 A signed agreement by the referring solicitors and the parties to be bound by the Committee's decision on any questions of law or practice.

Applications, in the form supplied by the Institute, must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria (LIV).

An administration fee of:

- \$100.00 for *each* referring legal practitioner who is member of the Law Institute of Victoria;
- \$200.00 for *each* referring legal practitioner who is not a member of the Law Institute of Victoria,

must be paid to the Law Institute of Victoria when the application is lodged.

The Committee's decision will be based upon the material submitted. In making its decision the Committee will act as an expert panel and not as an arbitrator.

The Committee reserves the right –

- i) to call for further and better particulars or documents in order to consider the dispute or make a decision.
- ii) to refuse to decide any dispute, in which case any fees will be refunded in full.

The Committee's written decision will be sent to the referring legal practitioners following the dispute being decided.

¹ Note: in circumstances where a legal practitioner (firm) may have acted for both parties, the parties must be independently represented for the purpose of referring the dispute to the Committee.

STATUTORY DECLARATION

I, Belinda Suzanne Beacom of 2A Dresden Avenue Heathmont in the State of Victoria, do solemnly and sincerely declare as follows: -

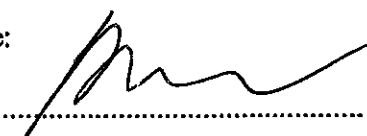
1. I am one of the registered proprietors of the property known as 2A Dresden Avenue Heathmont in the State of Victoria, being the whole of the land in the Certificate of Title Volume 11943 Folio 109.
2. Upon my marriage to Matthew Allan Beacom on 14th March 2014 I adopted the name Belinda Suzanne Beacom.
3. I am one in the same and identical with the person described as Belinda Suzanne Beacom noted in the said Certificate of Title.

do solemnly and sincerely declare that the particulars set out in this declaration are true and correct in every detail and I make it in the knowledge that a person making a false declaration is liable to the penalties of perjury.

Declared at GEORGINA
on 1 NOV 2019

Beacom
.....
Signed by Belinda Suzanne Beacom

Before me:


.....

KEVIN ABBOTT
K.P. ABBOTT & CO.
Suite 7, Level 2, 1632 High St Glen Iris 3146
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	2A Dresden Avenue, Heathmont 3135
-------------	-----------------------------------

Vendor's name	Matthew Allan Beacom	Date	14/11/19
Vendor's signature	<i>Matthew Beacom</i>		

Vendor's name	Belinda Suzanne Beacom Formerly Graham	Date	14/11/19
Vendor's signature	<i>Beacom!</i>		

Purchaser's name		Date	/ /
Purchaser's signature			

Purchaser's name		Date	/ /
Purchaser's signature			

1. FINANCIAL MATTERS

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

(a) Their amounts are:

	Authority	Amount	Interest (if any)
(1)	Manningham City Council	\$2,072.95	(1)
(2)	Yarra Valley Water	\$720.94	(2)
(3)			(3)

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

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

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:

Nil.

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:

Nil.

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.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

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

13. ATTACHMENTS

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

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

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

- | | |
|-------|---|
| 13.1 | Register Search Statement Volume 11943 folio 109 |
| 13.2 | Plan of Subdivision PS739927 |
| 13.3 | Covenant A055551 |
| 13.4 | Planning Certificate |
| 13.5 | VicRoads Roads Certificate |
| 13.6 | Maroondah City Council Land Information Statement |
| 13.7 | Yarra Valley Water Information Statement |
| 13.8 | State Revenue Office Land Tax Clearance Certificate |
| 13.9 | Planning Permit |
| 13.10 | Occupancy Permit |
| 13.11 | Domestic Building Insurance |
| 13.12 | ATO Clearance Certificate – Matthew Allan Beacom |

- | | |
|-------|--|
| 13.13 | ATO Clearance Certificate – Belinda Suzanne Beacom |
| 13.14 | GST Withholding Notice |
| 13.15 | Due Diligence Checklist |



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

Page 1 of 1

VOLUME 11943 FOLIO 109

Security no : 124080000367H
Produced 30/10/2019 12:22 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 739927U.
PARENT TITLE Volume 08155 Folio 740
Created by instrument PS739927U 22/12/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MATTHEW ALLAN BEACOM
BELINDA SUZANNE GRAHAM both of 2A DRESDEN AVENUE HEATHMONT VIC 3135
AQ529048L 08/12/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK949427L 06/03/2014
COMMONWEALTH BANK OF AUSTRALIA

COVENANT A055551

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.

DIAGRAM LOCATION

SEE PS739927U 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: 2A DRESDEN AVENUE HEATHMONT VIC 3135

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA
Effective from 22/12/2017

DOCUMENT END

A 55551

A 55551

W.A. PRENDERGAST & ROBINSON

VICTORIA

12-6 43000 OCT19-55

TRANSFER OF LAND

C. PAID

*2. The Registrar of Titles
Please register this transfer
I hand over certificates of
title to issue to those
who are entitled to them
W. Prendergast & Robinson
Melb*

*2-15-0 A.P.R.T
£2-15-0*

£2-10-0



*SEE RED & BLUE
F. 7885/-033 (P)
UNDER AN ACRE
ENC. AS TO BLUE
EASMENTS. ETC. SEC. 38.
AS TO WHOLE - THE
COVENANT HEREIN.*

Stamp 21-5-55

*Stamp 24/5/56
Stamp 29-5-56*

WE, CHARLES MELBOURNE GLIDE of 258 Glenhuntly Road Elwood Estate
Agent and ZITA GERMAINE STERCK of 551 Toorak Road Toorak-Widow
being registered as the proprietors of an estate in fee-simple in
the land hereinafter described subject to the encumbrances notified
hereunder in consideration of the sum of TWO HUNDRED AND FORTY POUNDS
paid to us by FLORENCE MAY GREETHAM Tailloress and FLORENCE RYWALSKI
Home Duties both formerly of Mount View Road Upper Ferntree Gully
but both now of 31 Clowes Street South Yarra DO HEREBY TRANSFER to
the said FLORENCE MAY GREETHAM and FLORENCE RYWALSKI all our estate
and interest in ALL THAT piece of land being Lots 21 and 22 on Plan
of Subdivision No. 25113 lodged in the Office of Titles being part
of Crown Portion 11 Parish of Ringwood County of Mornington and
being part of the land more particularly described in Certificate
of Title Volume 7885 Folio 039 AND the said FLORENCE MAY GREETHAM
and FLORENCE RYWALSKI for themselves their executors administrators
and transferees HEREBY COVENANT with the said Charles Melbourne
Glide and Zita Germaine Sterck and the registered proprietor or
proprietors for the time being of so much of the land described
in the said Certificate of Title as constitutes the lots on the said
Plan of Subdivision other than the lots hereby transferred that no
quarrying operations or noxious trade or business for the manufacture
of bricks tiles pipes pottery or other kindred manufactures shall at
any time hereinafter be carried out on in or upon the said lots and
it is intended that the above covenant shall be set out as an
encumbrance at the foot of the Certificate of Title to be issued in
respect of the land hereby transferred and shall run with the land.

DATED the 18th day of October 1955.

SIGNED within Victoria by the said } Charles Melbourne Glide
CHARLES MELBOURNE GLIDE in the }
presence of... }

*W. Prendergast & Robinson
Melb*

*Stamp 1382
Stamp 21/5/55
Stamp 21/5/55*

Stamp 18/11/55



SIGNED within Victoria by the said }
ZITA GERMAINE STERCK in the pres- }
ence of - *[Signature]* }

Lita G. Sterck.

SIGNED within Victoria by the said }
FLORENCE MAY GREETHAM in the pres- }
ence of - *[Signature]* J.P. }

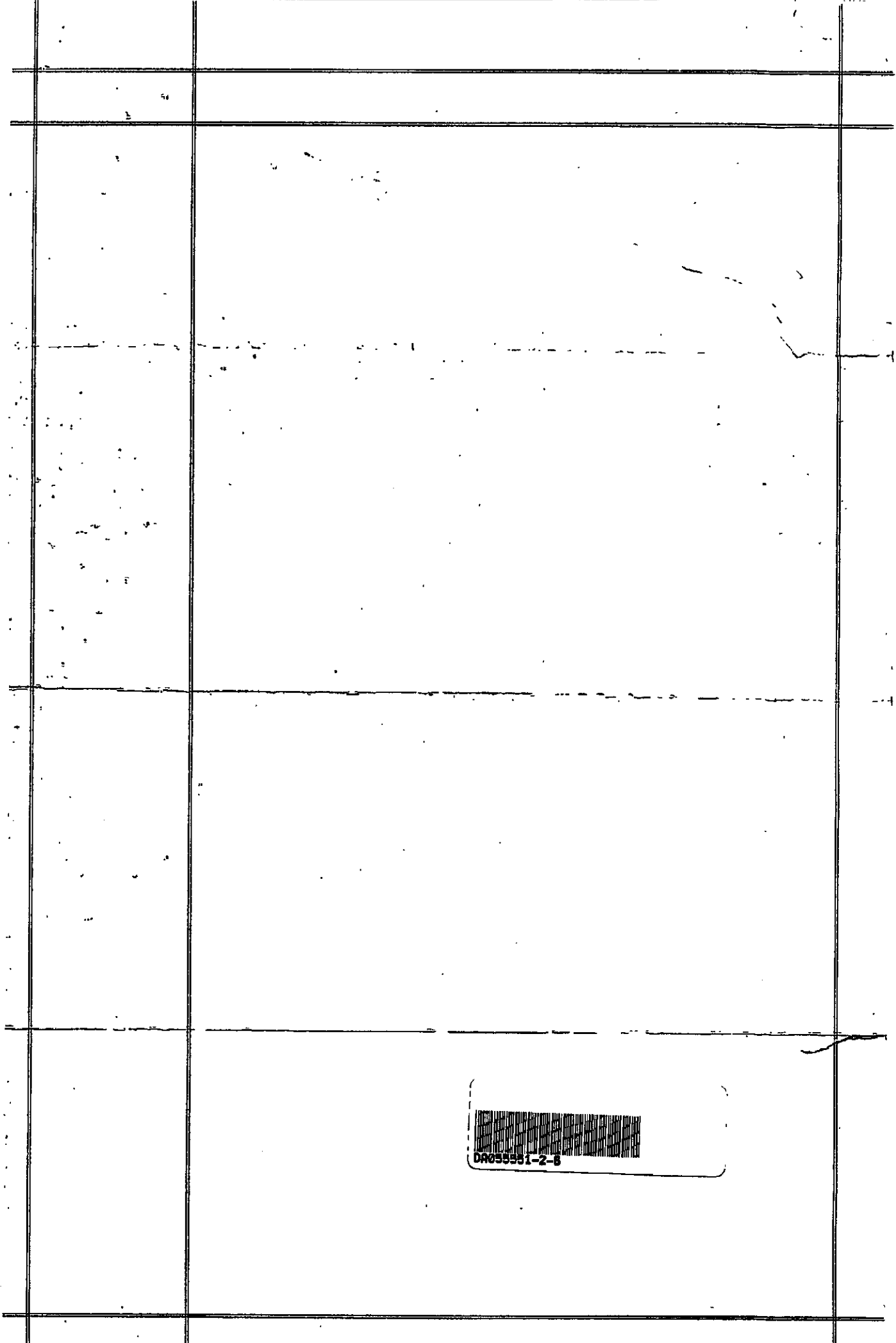
Florence Greetham

SIGNED at *Traralgon* by the said }
FLORENCE RYWALSKI in the presence }
of - *[Signature]* J.P. }

F. Rywalski

ENCUMBRANCES

As to so much of the said lots as is coloured blue on the said
Plan of Subdivision ANY EASEMENTS affecting the same.



DA055551-2-5

**W.A. BRINDGAST & ROBINSON,
Solicitors,
17 Queen Street,
Melbourne.**

TRANSFER OF LAND

**F.M. GREENHAM and
F. RYWALSKI**

-to-

**MR. C.M. GLIDE and
MRS. Z.G. STROCK**

**A memorandum of the within instrument
entered**

In the Register Book Vol. 7885 Fol. 039

W.A. Brindgast

Assistant Registrar of Titles

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

619690

APPLICANT'S NAME & ADDRESS

K.P ABBOTT & CO C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

BEACON, BELINDA

PURCHASER

N/A, N/A

REFERENCE

4603

This certificate is issued for:

LOT 2 PLAN PS739927 ALSO KNOWN AS 2A DRESDEN AVENUE HEATHMONT
MAROONDAH CITY

The land is covered by the:

MAROONDAH PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3

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

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

30 October 2019

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

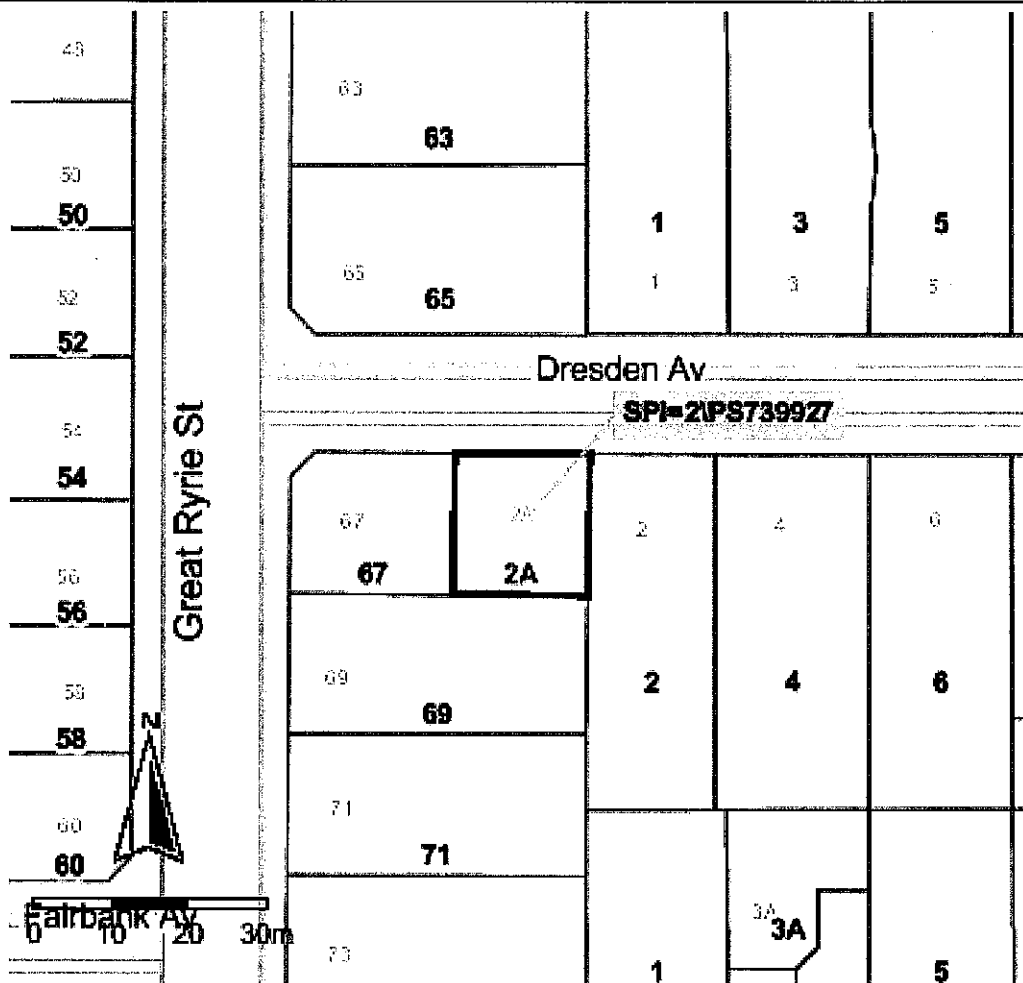
LANDATA@
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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





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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

K.P Abbott & Co C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4603

NO PROPOSALS. As at the 30th October 2019, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

2A DRESDEN AVENUE, HEATHMONT 3135
CITY OF MAROONDAH

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: 30th October 2019

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 33256749 - 33256749122239 '4603'

LAND INFORMATION CERTIFICATE

Local Government (General) Regulations 2015
Section 229 Local Government Act 1989



Landata Counter Services
DX250639
Melbourne

Certificate No: 74949
Applicant Ref: 33256749-013-1:40244
Date: 30 October 2019

This certificate PROVIDES information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958**, the **Fire Services Property Levy Act 2012** or under a Local Law of the Council.

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.

This certificate is current at the time of printing however is subject to change at any time due to supplementary rates, alteration to charges, interest or legal costs being incurred. Council will only be held responsible for information provided in writing, not information provided or confirmed verbally. The validity of this Certificate is 90 days during which time Council will assist in providing up to date financial information as requested.

SUNDRY INFORMATION

General Rates, Charges & Fire Services Property Levy: In full payments must be paid by 15 February in the year ending 30 June 2020 unless paying by instalments. Instalment due dates are 30 September, 30 November, 28 February, and 31 May of the current financial year. Any payment received at this office after the applicable due date will incur penalty interest and may result in legal action being taken for the recovery of unpaid rates. A person who becomes the owner of the land will be liable for any outstanding rates and charges whether current or in arrears including interest on late payments.

PROPERTY INFORMATION

Assessment number: 161778

Property Location: 2A Dresden Avenue
Heathmont VIC 3135
Lot 2 PS 739927

Title Details: CT-11943/109

Valuations

Site Value: \$395,000
Capital Improved Value: \$760,000
Nett Annual Value: \$38,000
Relevant Date: 1st January 2018

ADDITIONAL INFORMATION

This Property is subject to a Building over an Easement agreement with Council. Please contact Council's Engineering Department on 9298 4292 for more information.

RE: 2A Dresden Avenue
Heathmont VIC 3135

Certificate No:

74949

FINANCIAL INFORMATION

Assessment No:	1617786		
<u>RATES & CHARGES</u>	<u>LEVIED</u>	<u>REBATES</u>	<u>BALANCE</u>
Arrears			0.00
General Rate	1,596.15	0.00	1,596.15
Waste Service Charge	324.00	0.00	324.00
State Government Fire Levy MFB	152.80	0.00	152.80
Copy Notice/Administration fee	0.00		0.00
Interest - Current			0.00
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			0.00
Less Overpayments			0.00
<u>ASSESSMENT TOTAL</u>			<u>\$2,072.95</u>

TOTAL BALANCE

\$2,072.95

BPAY Payment Details

Bill Code: 118992

Reference Number:0016177867

Please ensure a **Notice of Acquisition**
is sent directly to Council at:
maroondah@maroondah.vic.gov.au

POTENTIAL LIABILITIES

Note: A Notice to Comply for fire hazard clearance may be issued to all owners of vacant land during the declared fire danger period. Although there may be no charge shown on this certificate, it is possible that a charge will exist by the settlement date. Further information on any **Notices to Comply** can be obtained by contacting Local Laws on 03 9294 5653

I acknowledge having received the sum of \$27.00 being the fee for this certificate.



Delegated Officer.



YARRA VALLEY WATER
ABN 83 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitoham Victoria 3132

DX 13204

F (03) 9672 1353

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

30th October 2019

K.P Abbott & Co C/- InfoTrack C/-
LANDATA

Dear K.P Abbott & Co C/- InfoTrack C/- ,

RE: Application for Water Information Statement

Property Address:	2A DRESDEN AVENUE HEATHMONT 3135
Applicant	K.P Abbott & Co C/- InfoTrack C/- LANDATA
Information Statement	30498967
Conveyancing Account Number	7959580000
Your Reference	4603

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Encumbrance

Property Address	2/67 GREAT RYRIE STREET HEATHMONT 3135
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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



YARRA VALLEY WATER
ABN 03 056 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Encumbrance

Property Address	2/67 GREAT RYRIE STREET HEATHMONT 3135
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STATEMENT UNDER SECTION 158 WATER ACT 1989

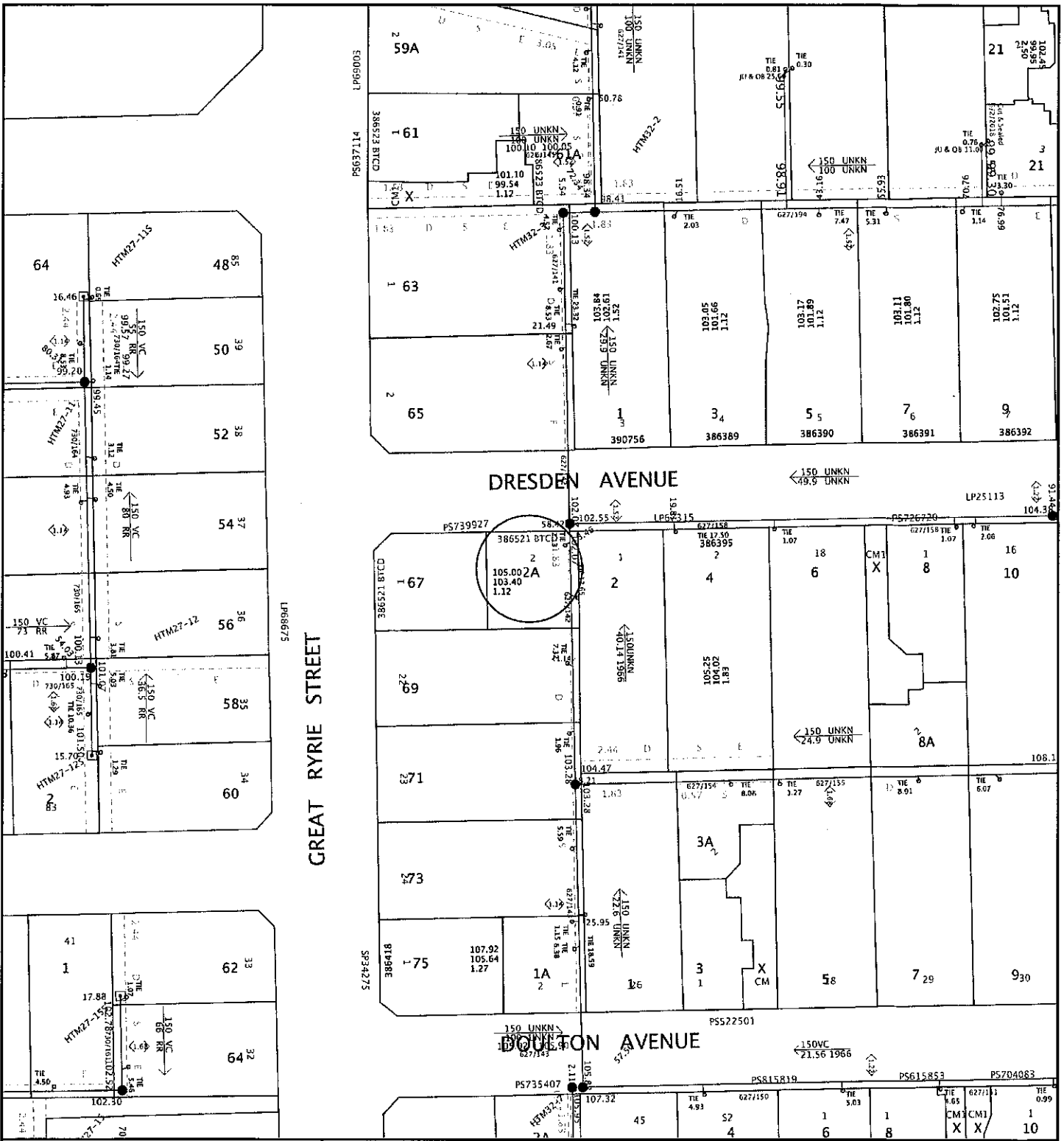
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30498967**

Address	2A DRESDEN AVENUE HEATHMONT 3135
Date	30/10/2019
Scale	1:1000

Yarra Valley Water
ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

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Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

K.P Abbott & Co C/- InfoTrack C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1800376413
Rate Certificate No: 30498967

Date of Issue: 30/10/2019
Your Ref: 4603

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
2A DRESDEN AVE, HEATHMONT VIC 3135	2\PS739927	5121839	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2019 to 31-12-2019	\$19.63	\$19.63
Residential Water Usage Charge Step 1 – 39.160000kL x \$2.64360000 = \$27.92 Step 1 – 0.000000kL x \$2.66200000 = \$76.13 Step 2 – 2.840000kL x \$3.10580000 = \$2.38 Step 2 – 0.000000kL x \$3.17870000 = \$6.59 Estimated Average Daily Usage \$1.28	06-06-2019 to 03-09-2019	\$113.02	\$0.00
Residential Sewer Service Charge	01-10-2019 to 31-12-2019	\$115.19	\$115.19
Residential Sewer Usage Charge 42.000000kL x 0.997478 = 41.894076 x 0.900000 = 10.167551 x \$1.13900000 = \$11.58 42.000000kL x 0.997478 = 41.894076 x 0.900000 = 27.537117 x \$1.14260000 = \$31.46 Estimated Average Daily Usage \$0.49	06-06-2019 to 03-09-2019	\$43.04	\$0.00
Parks Fee	01-07-2019 to 30-06-2020	\$79.02	\$0.00
Drainage Fee	01-10-2019 to 31-12-2019	\$25.66	\$25.66
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
		Balance Brought Forward	-\$0.44 cr
		Total for This Property	\$160.04

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
TE/67 GREAT RYRIE ST, HEATHMONT VIC 3135	21\LP25113	1344825	Superseded

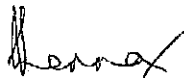
Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
		Balance Brought Forward	\$0.00
		Total for This Property	\$0.00

Total Due \$160.04

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

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

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



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 065 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5121839

Address: 2A DRESDEN AVE, HEATHMONT VIC 3135

Water Information Statement Number: 30498967

HOW TO PAY



Billers Code: 344366
Ref: 18003764132



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

Amount Paid

Date Paid

Receipt Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 5121839

Address: 2A DRESDEN AVE, HEATHMONT VIC 3135

Water Information Statement Number: 30498967

Cheque Amount: \$

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / K.P ABBOTT & CO

Your Reference: 191095
Certificate No: 32269690
Issue Date: 30 OCT 2019
Enquiries: ESYSPROD

Land Address: 2A DRESDEN AVENUE HEATHMONT VIC 3135

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43653860	2	739927	11943	109	\$0.00

Vendor: BELINDA BEACON & MATTHEW BEACON
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MATTHEW ALLAN BEACON	2019	\$420,000	\$0.00	\$0.00	\$0.00

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

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$875,000
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SITE VALUE:	\$420,000
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AMOUNT PAYABLE:	\$0.00
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Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 32269690

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP


Land Tax = \$615.00

Taxable Value = \$420,000

Calculated as \$275 plus (\$420,000 - \$250,000) multiplied by 0.200 cents.

Land Tax Clearance Certificate - Payment Options

BPAY




Billers Code: 5249
Ref: 32269690

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: 32269690

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

Our Reference: M/2014/1025

Enquiries to: Allison Tansley
9298-4368

10 April 2015

Lateral Building Design
PO Box 651
Heathmont VIC 3135

COPY



Dear Sir/Madam,

RE: PLANNING PERMIT NO M/2014/1025

**Construct two double storey dwellings with a site cover over 40% in the
Significant Landscape Overlay 3
67 Great Ryrie Street, Heathmont**

I refer to the plans submitted recently as required by condition of permit.

Enclosed is your copy of the endorsed plans which have been approved as meeting the requirements of Condition No. 1 of the above permit.

Please call Planning Environment staff on 9298 4288 to arrange a final landscape site inspection after all landscape works have been completed in accordance with the endorsed plans.

Yours faithfully,



Allison Tansley
STATUTORY PLANNING

Enc

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- From the date specified in the permit; or
- If no date is specified, from:
 - (i) the date of the decision of the Victorian Civil & Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if:
 - The development or any stage of it does not start within the time specified in the permit, or
 - The development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - The development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of land expires if:
 - The use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - The use is discontinued for a period of two years.
3. A permit for the development and use of land expires if:
 - The development or any stage of it does not start within the time specified in the permit; or
 - The development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - The use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - The use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in Section 8A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision –
 - The use or development of any stage is to be taken to be started when the plan is certified; and
 - The permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil & Administrative Tribunal where, in which case no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An appeal is lodged with the Victorian Civil & Administrative Tribunal.
- An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil & Administrative Tribunal, and be accompanied by the prescribed fee.
- An appeal must state the grounds upon which it is based.
- An appeal must also be served on the Responsible Authority.
- Details about appeals and the fees payable can be obtained from the Victorian Civil & Administrative Tribunal.

PLANNING

Permit No : M/2014/1025

Page 1 of 6

PERMIT

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

ADDRESS OF THE LAND:

67 GREAT RYRIE STREET, HEATHMONT

THE PERMIT ALLOWS:

CONSTRUCT TWO DOUBLE STOREY DWELLINGS WITH A SITE COVER OVER 40% IN THE SIGNIFICANT LANDSCAPE OVERLAY 3, IN ACCORDANCE WITH THE ENDORSED PLANS.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

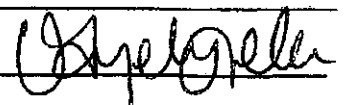
1. Amended plans required

Before any buildings and works or use start (whichever is the sooner), plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans dated November 2014, but modified to show:

- (a) Delete a 3 by 4 metre section of decking within the secluded private open space of Dwelling 2 to the satisfaction of the Responsible Authority.
- (b) Delete a 3 by 4.1 metre section of decking within the secluded private open space of Dwelling 2 to the satisfaction of the Responsible Authority.
- (c) Show the family room window on the east elevation of Dwelling 1 as being a highlight window.
- (d) Provide mailboxes for Dwellings 1 and 2 which are not more than 900mm high to ensure vehicle site lines.
- (e) Provide rubbish and recycling bins for Dwellings 1 and 2.
- (f) Provide one canopy tree (with a minimum height of 2 metres when planted; and at least 5 metres when mature) within the front setback of Dwelling 1.
- (g) Provide one canopy tree (with a minimum height of 2 metres when planted; and at least 5 metres when mature) within the secluded private open space of Dwellings 1 and 2.
- (h) Provide dense landscaping within the front setback of Dwelling 2.
- (i) Provide vegetation screening along the southern boundary of secluded private open space associated with Dwelling 2.

Date issued : 25-Mar-2015

Signature for the
Responsible Authority: _____



PERMIT

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

- (j) The existing layback within Dresden Avenue shown as being removed to be notated with the following: 'Kerb, channel and nature strip to be reinstated to the satisfaction of the Responsible Authority'.

2. Layout not altered – development

The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

3. Construction Plans for Paving Required

Before any building or works start, construction plans for all parking areas and access lanes must be submitted to and approved by the Responsible Authority. The construction plans must be consistent with the endorsed site layout, development plans and landscaping plans.

4. Car Park and Access Lanes

Before the use starts or the development is occupied (whichever occur first), the area(s) set aside for the parking of vehicles and access lanes as shown on the approved plan must be:

- (a) Surfaced with an durable all-weather seal;
- (b) Drained to the nominated legal point of discharge;

all to the satisfaction of the Responsible Authority.

5. Construction of Vehicle Crossing

Before the development is occupied, the owner must at its cost construct a 3 metre wide crossing to Council Standard SD-H05 to service Dwelling 2. The concrete vehicular crossing must be at right angles to the road to suit the proposed driveway to the satisfaction of the Responsible Authority. The vehicle crossing must be a minimum 1.0 m offset from any existing tree or utility service assets.

6. Construction Plans for Drainage Required

Before any building or works start, drainage plans including calculations prepared by a suitably qualified person to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Drainage Plans must:

- (a) Show all drainage works associated with the development including any drainage works required beyond the boundaries of the land;
- (b) Show the nominated legal point of discharge;

-
- (c) Convey stormwater runoff by means of underground drains to the nominated legal point of discharge;
 - (d) Prevent overland flows from having a detrimental effect on the environment or adjoining properties;
 - (e) Limit the permissible Site Discharge (PSD) to the equivalent of a 35% impervious site coverage, or the pre-developed discharge rate, if it is less than 35% impervious site coverage, to the satisfaction of the Responsible Authority; and
 - (f) Provide appropriate 10 year ARI stormwater detention storage to limit the maximum discharge rate to the PSD.

7. Drainage Works Required

Before the development is occupied, the drainage and associated works shown on the Drainage Plans must be constructed in accordance with those plans to the satisfaction of the Responsible Authority. Within 14 Days of the completion of the works, certification by a suitably qualified engineer must be submitted to the Responsible Authority certifying that works have been completed in accordance with the Drainage Plans.

8. Control Sediment Laden Run Off

During the construction of the development, methods to control sediment laden runoff as described under 'Best Practice Environmental Management Guidelines for Urban Stormwater' or similar must be implemented and used to minimise sediment laden runoff and stormwater pollution from leaving the land to the satisfaction of the Responsible Authority.

9. Landscape plan

Before the development starts, a landscape plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the landscape plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show:

- (a) a survey (including botanical names) of all existing vegetation to be retained and/or removed;
- (b) buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary;
- (c) details of surface finishes of pathways and driveways;
- (d) a planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant;

PERMIT

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

-
- (e) landscaping and planting within all open areas of the site;
 - (f) Provide one canopy tree (with a minimum height of 2 metres when planted; and at least 5 metres when mature) within the front setback of Dwelling 1.
 - (g) Provide one canopy tree (with a minimum height of 2 metres when planted; and at least 5 metres when mature) within the secluded private open space of Dwellings 1 and 2.
 - (h) Provide dense landscaping within the front setback of Dwelling 2.
 - (i) Provide vegetation screening along the southern boundary of secluded private open space associated with Dwelling 2.
 - (j) Tree Protection Zones and Structure Root Zones of all trees to be retained.

All species selected must be to the satisfaction of the Responsible Authority.

10. Landscaping completion

Before the use starts or the development is occupied, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.

11. Landscaping maintenance

The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.

12. No vegetation removal

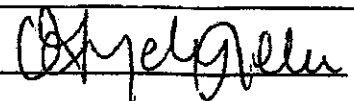
Unless with the prior written consent of the Responsible Authority, no vegetation shown on the endorsed plans to be retained may be felled, lopped, topped, ringbarked or otherwise destroyed or removed.

13. Tree protection fence

Before the development (including demolition and any site works) starts, a tree protection fence must be erected around street trees in Great Ryrie Street and trees on adjoining properties to define a 'Tree Protection Zone'. The fence must be constructed of star pickets and chain mesh or similar to the satisfaction of the Responsible Authority. The tree protection fence must remain in place until construction is completed. During the construction of the development, the ground surface of the Tree Protection Zone must be covered by a 100 mm deep layer of mulch and watered regularly to the satisfaction of the Responsible Authority.

Date issued : 25-Mar-2015

Signature for the
Responsible Authority:



PERMIT

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

14. Tree protection zone

Unless with the prior written consent of the Responsible Authority, the following must not occur within the Tree Protection Zone:

- (a) Vehicular or pedestrian access;
- (b) Trenching or soil excavation;
- (c) Storage or dumping of materials, tools, equipment or waste.

15. Works in tree protection zone

Any development encroachment within the TPZ must not exceed 10% of the TPZ area. Where encroachment is proposed to be greater than this threshold, or enters the SRZ area, a qualified arborist must demonstrate that the retained trees will remain viable to the satisfaction of the Responsible Authority. This must have regard to the Australian Standards for Protection of Trees on Development Sites. Any such development (including works) must be supervised by a suitably qualified arborist.

16. Time limit – development only

This permit will expire if one of the following circumstances applies:

- (a) the development is not started within two years of the date of this permit; or
- (b) the development is not completed within four years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six months afterwards if the development has not yet started, or within 12 months afterwards if the development has lawfully started before the permit expires

ENGINEERING NOTES:

Legal Point of Discharge Required

Before any building or works start, a legal point of discharge (LPD) is to be obtained in accordance with Building Regulation 610. A copy of the LPD must be submitted with the Engineering plans. Requests for an LPD must be made via Maroondah City Council's Property Information application form, which incurs a fee in accordance with the Building Regulations and is available on Maroondah City Council's website and at all Customer Service outlets.

Date issued : 25-Mar-2015

Signature for the
Responsible Authority: 

PERMIT

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

Asset Protection Permit Required

Before any building or works start, an Asset Protection Permit must be obtained from Council. Council infrastructure must be maintained in a safe condition during the construction period. Any damage caused by these works to Council assets must be reinstated to the satisfaction of the Council prior to the completion of works.

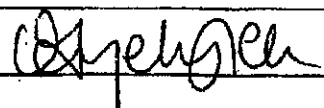
SUBMISSION OF CONDITION 1 AMENDED PLANS

- Three full size copies (ie A1) must be provided.

LANDSCAPE PLANS:

- ❖ Landscape Plans, Tree Management Plans and Offset Management Plans must be submitted for assessment by Council as hardcopies.
 - (a) Landscape Plans – three full size copies (ie A1) must be provided.
 - (b) Tree Management Plans and Offset Management Plans – A4 size and in colour if required.
- ❖ Following assessment, Council may seek changes to plans in order to ensure that permit requirements are met.
- ❖ Landscaping works must be completed prior to occupation of the dwellings. Please telephone 9298-4287 to arrange inspection of the landscaping works.

Date issued : 25-Mar-2015

Signature for the
Responsible Authority:

ASSET PROTECTION PERMIT

No.: ASSET/4854/2014



Issued to:

Mr G A Wain and Ms R Wain and Others.
65 Great Ryrie St
Heathmont VIC 3135

This permit authorises the transporting of building materials, machinery and equipment across the road reserve to gain access to the following site:

Site Address: **67 Great Ryrie Street, Heathmont VIC 3135**

Building Works: **Dwelling & Outbuilding Demolition**

Owner: Mr G A Wain and Ms R Wain and Mr M A Beacom and Ms B S Graham		
Address: 65 Great Ryrie St, Heathmont VIC 3135		
T: 03 9870 2457	F:	M: 0402 095 827
Builder: Mr G A Wain		
Address: 65 Great Ryrie St, Heathmont VIC 3135		
T: 03 9870 2457	F:	M: 0402 095 827

CONDITIONS UNDER WHICH PERMIT IS GRANTED:

1. The Owner/Builder is to take all necessary precautions to ensure that Council's infrastructure assets are not damaged.
2. Maintenance of the building site and areas adjacent to the building site:
 - Prior to the commencement of work, sandbags, sediment fences and/or hay bales must be used to surround drains and the perimeter of sloping land. This will reduce the potential for sediment being washed off-site and polluting the stormwater system.
 - Mud and clay tracked onto the footpath and roadway by a vehicle or trailer must be immediately removed back to the building site.
 - All building materials and building debris must be stored on site – **not** on the naturestrip, footpath, or roadway. This applies to materials removed from the site and deliveries of new materials to the site.
 - All pedestrian walkways, footpaths, roadways and the area adjacent to and nearby the building site must be kept free of materials and kept safely trafficable at all times.
 - The use of timber vehicle crossing protectors is prohibited within Maroondah.
3. Failure to restore the road reserve and make good any damage caused to Council's infrastructure assets within 28 days of completion of the building works, will result in Council undertaking the necessary restoration work and the cost deducted from the Security Bond. Where the costs exceed the Security Bond, the Owner will be liable for the excess and invoiced.

NOTES:

1. The entry point for the transport of materials should be confined to the existing crossing point.
2. Where the property is not provided with a permanent vehicle crossing, a temporary crossing should be installed at the place of point of entry to the satisfaction of the Council.

THE PERMIT IS VALID UNTIL CERTIFICATE OF FINAL INSPECTION OR OCCUPANCY PERMIT IS ISSUED.

A handwritten signature in black ink, appearing to read 'P. Senthoooran'.

P. Senthoooran
Manager Operations

Date: 04-Jun-2014

PLANNING

Permit No : M/2015/517

Page 1 of 3

PERMIT

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

ADDRESS OF THE LAND:

67 GREAT RYRIE STREET, HEATHMONT VIC 3135

THE PERMIT ALLOWS:

SUBDIVISION OF THE LAND INTO 2 LOTS IN ACCORDANCE WITH THE ENDORSED PLANS.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Layout not altered – subdivision

The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible authority

2. Section 173 agreement – subdivision

Before the Statement of Compliance is issued under the Subdivision Act 1988, the dwellings, paving, landscaping and drainage (including any on-site detention system) required by Planning Permit M/2014/1025 must be completed to the satisfaction of the Responsible Authority. If these buildings and works are not completed, the land owner must enter into an agreement pursuant to Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide that:

- (a) In accordance with Section 181 of the Planning and Environment Act 1987 the agreement will be registered with the Registrar of titles and will run with the land;
- (b) Except with the Responsible Authority's prior written consent all buildings, works, drainage and landscaping on the land must be in accordance with the plans and conditions of Planning Permit No. M/2014/1025 issued on 25 March 2015 and must be completed prior to the occupation of any new dwelling on the land, to the satisfaction of the Responsible Authority;
 - i. Regardless of any right conferred by the Maroondah Planning Scheme;
 - ii. Regardless of any subdivision of the land; and
 - iii. Even if Planning permit No. M/2014/1025 issued on 25 March 2015 expires, is cancelled or otherwise ceases to operate; and
- (c) After the completion of the development of a lot created under this permit, no buildings or works comprising the development may be altered or extended without the further prior written consent of the Responsible authority;
- (d) The owners of all lots connecting to the on-site detention system shown on the approved drainage plans under Planning permit No. M/2014/1025 maintain the system to the satisfaction of the Responsible Authority.

All costs (including legal costs) associated with the preparation and review of the agreement and the registration of the agreement on the Certificate of Title for the land must be paid by the owner.

Date issued : 11-Jun-2015

Signature for the Responsible Authority: _____

This document was printed from SPEAR on: 11/06/2015 04:42 pm.

PLANNING

Permit No : M/2015/517

Page 2 of 3

PERMIT

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

3. Telecommunications - Agreement

The owner of the land must enter into an agreement with:

- (a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
- (b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

4. Telecommunications – Statement of Compliance

Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

- (a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
- (b) A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

5. Subdivisions exempt from S55 referral: mandatory conditions (Cl.66.01-1)

The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with that authority's requirements and relevant legislation at the time.

All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour to the relevant authority for with the easement or site is to be created.

The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

This document was printed from SPEAR on: 11/06/2015 04:42 pm.

Date issued : 11-Jun-2015

Signature for the
Responsible Authority: _____

PLANNING

Permit No : M/2015/517

Page 3 of 3

PERMIT

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

6. Time limit – subdivision

This permit will expire if one of the following circumstances applies:

- (a) The subdivision plan is not certified within two years of the date of issues of this permit; or
- (b) The registration of the subdivision is not completed within five years of the date of this permit;

The Responsible Authority may extend the time if a request is made in writing before or within six months after the permit expires.

PERMIT NOTES:

- Condition 2 – If a Section 173 Agreement is required contact Council's solicitors Maddocks 92583555 or email Section173@maddocks.com.au



WILSMORE NELSON McDERMOTT
AMALGAMATED BUILDING SURVEYORS

Building Act 1993
Building Regulations 2006
Regulation 1005
Form 6

Occupancy Permit

BUILDING PERMIT No: BS-U 1330/20151281/0,

Issued to

Owner Matthew and Belinda Beacom
Postal Address 2A Dresden Ave
HEATHMONT VIC 3135

Property Details

Number	Lot Number: 21	Street Number: 2A
Street/Road	Dresden Ave (formerly 67 Great Ryrie St)	
City/Town/Suburb	HEATHMONT	Postcode 3135
Municipality	Maroondah City Council	

Description of Building Work:

1a	Single dwelling x 2	New Building
10a	Garage, carport, shed or storage facility	New Building

Inspection Type	inspection Date
Foundations / Footings	22/10/2015
Slab Steel	23/10/2015
Stump Holes	09/11/2015
Sub-floor Frame	09/11/2015
Frame	05/01/2016
Final	04/10/2016

Suitability for occupation

The building or part of a building to which this certificate applies is suitable for occupation.

Relevant Building Surveyor:

Name: Len Nelson
Registration Number: BS-U 1330
Company: Wilsmore Nelson McDermott Pty Ltd
Postal Address: P.O. Box 419, Hampton Park. 3976

Date of issue: 10 October 2016

Signature:

Office
Tenancy 105
80 Monash Drive,
Dandenong South VIC 3175

Postal Address
PO Box 419
Hampton Park VIC 3976

Phone: 1300 799 543
Fax: 03 99 23 2759
ABN 15844 704 596

www.wnmpermit.com.au

**Domestic Building Insurance
 Certificate of Insurance**

Policy Number 410064514BW1-5

QBE Insurance (Australia) Ltd
 628 BOURKE STREET
 MELBOURNE VIC 3000
 Phone: (03) 9246 2666
 Fax: (03) 9246 2611
 ABN: 78 003 191 035
 AFS License No: 239545



M.A. BEACOM & B. BEACOM
 14 POSSUM LANE
 HEATHMONT 3135

Account Number
 41BWEBM00
Date issued
 26/08/2015

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Domestic Building Work

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

At the property

2/67 GREAT RYRIE STREET
 HEATHMONT VIC 3135

Carried out by the builder

PROJECT GROUP CONSTRUCTION PTY
 ACN: 603 347 833

Important note: If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE **IMMEDIATELY**. If these details are incorrect, the domestic building work will not be covered.

For the building owner

M.A. BEACOM & B. BEACOM

Pursuant to a domestic building contract dated

10/08/2015

For the contract price of

\$280,000.00

Type of cover

Cover is only provided if PROJECT GROUP CONSTRUCTION PTY has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order*

Period of cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

The maximum policy limit for all claims made under this policy is

\$300,000 all inclusive of costs and expenses*

The maximum policy limit for all claims for non-completion of the domestic building works is

20% of the contract price*

*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, limitations and exclusions contained in the policy terms and conditions.



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**Domestic Building Insurance
Certificate of Insurance**

Policy Number 410064514BWI-5



Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner in relation to the domestic building work undertaken by the builder.

Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium	\$1,780.00
GST	\$178.00
Stamp Duty	\$195.80
Total	\$2,153.80

IMPORTANT:

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.



MATTHEW BEACOM
C/o KEVIN PATRICK ABBOTT
SUITE 7 LEVEL 2
1632 HIGH STREET
GLEN IRIS VIC 3146

Our reference: 2410271445244
Phone: 13 28 66

11 November 2019

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello MATTHEW

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

Reference number	2410271445244
Vendor name	MATTHEW ALLAN BEACOM
Vendor address	2A DRESDEN AVENUE HEATHMONT VIC 3135
Clearance certificate period	8 November 2019 to 9 November 2020

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

Alison Lendon
Deputy Commissioner of Taxation

NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.



MRS BELINDA S BEACOM
C/- KEVIN PATRICK ABBOTT
SUITE 7 LEVEL 2
1632 HIGH STREET
GLEN IRIS VIC 3146

Our reference: 7113279134304
Phone: 13 28 66

8 November 2019

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello BELINDA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410271445679
Vendor name	BELINDA SUZANNE BEACOM
Previous Vendor name	
Vendor address	2A DRESDEN AVENUE HEATHMONT VIC 3135
Clearance Certificate Period	8 November 2019 to 9 November 2020

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwth)

To:

Purchaser/recipient: Named in the Contract and any subsequent nominee of the Purchaser

Property address: 2A DRESDEN AVENUE HEATHMONT

Volume: 11943 **Folio:** 109

Lot no: 2 **Plan of Subdivision:** PS739927U

[Cross out whichever is not applicable]

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwth) in relation to the supply of the above property.

OR

~~The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwth) as follows in relation to the supply of the above property: _____~~

~~Withholding amount: \$ _____~~

~~The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: _____~~

~~Vendor/supplier ABN: _____~~

From: Vendor/supplier: Matthew Allan Beacom & Belinda Suzanne Beacom formerly Graham

Dated: 1/11/2019

Signed by or on behalf of the vendor/supplier:



Matthew Allan Beacom



Belinda Suzanne Beacom
formerly Graham

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)