

Contract of Sale of Land

Property address:

95 Henry Road PAKENHAM VIC 3810

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.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

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

Exceptions

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

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

Signing of this contract

WARNING: THIS IS A LEGALLY BINDING CONTRACT. 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. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

Signed by the purchaser

on
dd/mm/yyyy

Print name(s) of person(s) signing

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

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

Signed by the vendor

on
dd/mm/yyyy

Print name(s) of person(s) signing

Matthew Giles Brown

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

The **day of sale** is the date by which both parties have signed this contract.

Notice to purchasers of property “off-the-plan”

Section 9AA(1A), *Sale of Land Act 1962*

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

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

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

Particulars of sale

Vendor’s estate agent

Name:	Area Specialist Solutions
Address:	PO BOX 139 PAKENHAM VIC 3810
Telephone:	0401 038 554
Fax:	
Email:	marcusw@areaspecialist.com.au

Vendor

Name(s):	Matthew Giles Brown
Address:	72 Red Gum Drive TEESDALE VIC 3328

Vendor's legal practitioner or conveyancer

Name:	Danny Beranic Conveyancing
Address:	1/152 HIGH STREET BELMONT VIC 3216
Telephone:	0416 016 177
Fax:	
Email:	conveyancing@dannyberanic.com.au

Purchaser

Name(s):	
Address:	
Telephone:	W: H:
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Land (general conditions 6 and 12)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	11354	Folio	906	95	PS644550

Property address
The address of the land

95 Henry Road PAKENHAM VIC 3810

Goods sold with the land
General condition 5.2(f). List
or attach schedule.

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

Payment

Price

\$

Deposit

\$

by
dd/mm/yyyy

(of which [amount] has been
paid)

Balance payable at settlement

\$

Deposit bond

☐ General condition 14 applies only if the box is checked

Bank guarantee

☐ General condition 15 applies only if the box is checked

GST (general condition 18)

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

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

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

Settlement (general condition 16 and 25.2)

Is due on:
dd/mm/yyyy

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

Lease (general condition 4.1)

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

Terms contract (general condition 29)

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 29 and add any further provisions by way of special conditions.

Loan (general condition 19) – NOT APPLICABLE AT AUCTION

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

Lender	
Loan amount	
Approval date	

Building report

☐ General condition 20 applies only if the box is checked

Pest report

☐ General condition 21 applies only if the box is checked

Special conditions

<p>This contract does not include any special conditions unless the words 'special conditions' appear in this box:</p>	<p>SPECIAL CONDITIONS</p>
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Contract of Sale of Land—Special Conditions

Instructions: it is recommended that when adding special conditions:

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

Special condition 1 – Acceptance of title

General condition 12.4 is added: 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 1B – Foreign resident capital gains withholding

*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.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.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.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.
- 1B.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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 2 – Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 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*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation. The Vendor will as soon as practicable initiate the preparation to both the Duties Online Settlement Statement as well as an invitation to the PEXA electronic work space platform after the contract date and will provide the purchaser with an online invitation to the Duties online settlement platform & Pexa electronic work space platform at least 10 days prior to settlement.
- The Purchaser will sign the Duties online settlement statement no later than 7 days prior to settlement. Should the purchaser fail to finalise the Duties Online document at least 7 days prior to settlement date in the contract or the details are amended or changed by the purchaser creating a need for the Vendor to resign the Duties online document, the Vendor will not be required to settle the matter prior to the expiration of Seven (7) days after the Vendor resigns the Duties online document. The Vendor will do all things necessary to expedite the signing of the Duties online document.
- The Purchaser must notify the Vendor of any intention not to sign off on any documents relating to the financial statement prior to the nominated settlement time.
- The Vendor also reserves the right to pass onto the Purchaser any associated costs incurred with regards to any delay in settlement. The Purchaser must pay a re-scheduling settlement fee of \$220.00 to the Vendors representation if the settlement is delayed to the next business day. The re-scheduling fee is payable by the Purchaser for each and every daily delay. The Purchaser acknowledges that the fee is a reasonable pre-estimate of additional costs incurred by the Vendors as a result of the Vendors representation having to facilitate the delay.
- The Vendor also reserves the right to pass onto to the Purchaser any associated costs incurred with regards to any/all subsequent linked settlements within the Pexa electronic platform, including but not limiting to removalist costs
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 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.
- 2.7 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 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 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
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 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.
- 3.0 **Breach**
- General Condition 31 is amended by adding the following new paragraph at the end of the condition.
- The Purchaser acknowledges that the following items constitute reasonable foreseeable loss
- The Purchaser acknowledges that the fee is a reasonable pre-estimate of additional costs incurred by the Vendors as a result of the Vendors representation having to facilitate the delay
- (a) Expenses payable by Vendor under any existing loans secured over the property or other property of the Vendor associated with this settlement.
 - (b) The Vendors Legal costs and additional Conveyancing expenses incurred due to the breach including the cost of issuing and Default Notice and or Rescission Notice prepared and served on the Purchaser agreed at a sum of \$660.00 including GST to the Vendors representative.

4.0 Auction

If the property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

5.0 If a company purchases the property:

Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale

6.0 Certain General Conditions Not Applicable

General Conditions 11, 30.4, 30.5, 30.6 shall not apply to this contract.

7.0 Deposit Bond

In this Contract, the word 'Bond' means the original Bond issued to the Vendor at the request of the Purchaser by the bond issuer (the "Guarantor") a deposit bond or irrevocable letter of credit, order or undertaking Issued by a bank or financial institution that is acceptable to the Vendor (in its absolute discretion) and in favour of the Vendor for the amount of Deposit upon terms and conditions which are to the satisfaction of the Vendor in its absolute discretion.

The delivery of the original Bond no later than the time the Deposit is required to be paid under this Contract to the person ("Deposit Holder") nominated in this Contract to hold the Deposit as Stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment of the Deposit in accordance with this Contract.

On completion of this Contract, the Purchaser shall pay to the Vendor, in addition to all other moneys payable under this Contract, the amount stipulated in this Bond, either by way of Cash or unendorsed Cheque drawn by an authorized deposit-taking Institution within the meaning of the Banking Act 1959 of the Commonwealth.

If the Vendor serves on the Purchaser a Notice of Rescission, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the Deposit (or so much thereof as has not been paid) to the Deposit Holder.

The Vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, satisfy the Purchaser's obligation to pay the Deposit under the previous paragraph.

7.1 Deposit The failure by the Purchaser to pay the deposit or part thereof on the due date shall be a fundamental breach of the contract.

The Vendor will be entitled to terminate the contract immediately at the Vendors option. General Condition 27 shall not apply where the deposit or part of the deposit has not been paid upon the due date.

8.0 GST Withholding

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

8.2 This special condition 6A applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 6B is to be taken as relieving the vendor from compliance with section 14-255.

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

8.4 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this special condition; despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

8.6 The representative is taken to have complied with the requirements of special condition 6.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in special condition 6.6. However, if the purchaser gives the bank cheque in accordance with this special condition 6.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the

bank cheque, at the same time the purchaser gives the vendor the bank cheque.

- 8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 8.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 8.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 6.10 ; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 8.12 This special condition will not merge on settlement.

9. **Rate certificates**

The Purchaser agrees to provide to the Vendor's representative copies of all certificates and searches obtained by the Purchaser to calculate adjustments. Should the purchaser fail to obtain and provide certificates then the adjustments will be calculated as having been paid in full by the Vendor and the relevant adjustments recorded. The Purchaser acknowledges that in such instance they forfeit any right and or ability to adjust after settlement or at settlement.

10. **Swimming Pool (if Applicable)**

If the Land includes a swimming pool, spa or pond ("Pool"), the Purchaser acknowledges and agrees that:

- (a) the Purchaser, as the new owner of the Property, has made its own enquiries regarding the obligations with respect to the Pool and any existing or required safety barriers located at the Property;
The Purchaser accepts the current condition regarding pool fencing, being fenced or unfenced
- (b) from settlement the Purchaser will be responsible to comply with the Building Act 1993(Vic) and its Regulations (including any amendments to the Building Act 1993) in relation to a Pool and the required safety barriers;
- (c) the Purchaser shall not make any claim against the Vendor in relation to the Pool or any existing or required safety barriers;
- (d) The Purchaser shall indemnify the Vendor against at costs associated with the Pool including any existing safety barriers; and
- (e) Neither the Vendor nor the Vendor's Estate Agent has made any representations or warranties in relation to the Pool or any safety barriers.

11. The Purchaser acknowledges being provided a copy of the Due Diligence checklist prior to signing of this contract.

12. General condition 20.2 & 21.2 are amended to read 7 days in lieu of 14 days to obtain Building & Pest Inspections.

PURCHASER NOT REQUIRED TO WITHHOLD FUNDS AT SETTLEMENT

This letter serves as the notification, pursuant to Section 14-250 250 of Schedule 1 of the *Tax Administration Act 1953 ("TAA")* that you are not required to withhold and direct funds to the Commission of Taxation at settlement of this contract.

This is due to this contract not being a supply of New Residential Premises/Potential Residential Land as defined by Section 40-75 of the A New Tax System (Goods and Services Tax) Act 1999 and further refined by Section 14-250(2) of the TAA.

Please contact our office if you have any queries.

This information is provided solely for the purpose of complying with the withholding provisions required by the Taxation Administration Act. This document is not a tax invoice and should not be considered or construed as such.

Contract of Sale of Land - General Conditions

Contract Signing

1. 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.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

Title

4. ENCUMBRANCES

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

5. VENDOR WARRANTIES

- 5.1 The warranties in general conditions 5.2 and 5.3 replace the purchaser's right to make requisitions and inquiries.
- 5.2 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 5.3 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 5.4 The warranties in general conditions 5.2 and 5.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 5.5 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 5.6 Words and phrases used in general condition 5.5 which are defined in the *Building Act* 1993 have the same meaning in general condition 5.5.

6. IDENTITY OF THE LAND

- 6.1 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.
- 6.2 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.

7. SERVICES

- 7.1 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.
- 7.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

8. CONSENTS

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

9. TRANSFER & DUTY

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

10. RELEASE OF SECURITY INTEREST

- 10.1 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.
- 10.2 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 10.4, 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.
- 10.3 If the purchaser is given the details of the vendor's date of birth under general condition 10.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 10.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 10.4 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.
- 10.5 Subject to general condition 10.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

- 10.6 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 10.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 10.7 A release for the purposes of general condition 10.4(a) must be in writing.
- 10.8 A release for the purposes of general condition 10.4(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.
- 10.9 If the purchaser receives a release under general condition 10.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 10.10 In addition to ensuring that a release is received under general condition 10.4(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.
- 10.11 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.
- 10.12 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 10.11.
- 10.13 If settlement is delayed under general condition 10.12 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.
- 10.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 10.14 applies despite general condition 10.1.
- 10.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 10 unless the context requires otherwise.

11. BUILDER WARRANTY INSURANCE

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

12. GENERAL LAW LAND

- 12.2 The remaining provisions of this general condition 12 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 12.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 12.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 12.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 12.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 12.7 If the contract ends in accordance with general condition 12.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 12.10 General condition 16.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

13. DEPOSIT

- 13.1 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.
- 13.2 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.
- 13.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 23 and 24 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.
- 13.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 13.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 13.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 13.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 13.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 13.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 13.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

14. DEPOSIT BOND

- 14.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 14.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 14.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

- 14.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 14.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 34.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 14.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 14.5 to the extent of the payment.
- 14.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 14.6.
- 14.8 This general condition is subject to general condition 13.2 [deposit].

15. BANK GUARANTEE

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 15.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 15.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 34.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 15.4.
- 15.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 15.4 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 13.2 [deposit].

16. SETTLEMENT

- 16.1 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.
- 16.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 16.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

17. ELECTRONIC SETTLEMENT

- 17.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 17 has priority over any other provision of this contract to the extent of any inconsistency.
- 17.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 17 ceases to apply from when such a notice is given.
- 17.3 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.
- 17.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 17.5 This general condition 17.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 17.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 17.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 17.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 17.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 17.8 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.
- 17.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

18. GST

- 18.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 18.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 18.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

19. LOAN

- 19.1 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.
- 19.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 19.3 All money must be immediately refunded to the purchaser if the contract is ended.

20. BUILDING REPORT

- 20.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 20.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 20.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 20.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 20.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

21. PEST REPORT

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

22. ADJUSTMENTS

- 22.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 22.2 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.
- 22.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 22, if requested by the vendor.

23. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 23.1 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.
- 23.2 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.
- 23.3 The remaining provisions of this general condition 27 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 23.4 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.
- 23.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 23.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 23.7 The representative is taken to have complied with the requirements of general condition 23.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 23.8 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.
- 23.9 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.
- 23.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

24. GST WITHHOLDING

- 24.1 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.
- 24.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 24.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 24.4 The remaining provisions of this general condition 21 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 21 is to be taken as relieving the vendor from compliance with section 14-255.
- 24.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.8 The representative is taken to have complied with the requirements of general condition 24.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 24.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 24.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 24.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 24.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 24.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

25. TIME & CO OPERATION

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

26. SERVICE

- 26.1 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.
- 26.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 19 [loan approval], 20 [building report] or 21 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 26.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 26.4 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*.
- 26.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

27. NOTICES

- 27.1 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.
- 27.2 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.
- 27.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

28. 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.

29. TERMS CONTRACT

- 29.1 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.
- 29.2 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.

30. LOSS OR DAMAGE BEFORE SETTLEMENT

- 30.1 The vendor carries the risk of loss or damage to the property until settlement.
- 30.2 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.
- 30.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 30.2, but may claim compensation from the vendor after settlement.
- 30.4 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 30.2 at settlement.
- 30.5 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.
- 30.6 The stakeholder must pay the amounts referred to in general condition 30.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

31. 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

32. INTEREST

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

33. DEFAULT NOTICE

33.1 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.

33.2 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.

34. DEFAULT NOT REMEDIED

34.1 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.

34.2 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.

34.3 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.

34.4 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.

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

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of			ACN

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

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.

SECTION 32

STATEMENT

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

Vendor:	Matthew Giles Brown
----------------	---------------------

Property:	95 Henry Road PAKENHAM VIC 3810
------------------	---------------------------------

VENDORS REPRESENTATIVE

Danny Beranic Conveyancing
1/152 HIGH STREET
BELMONT VIC 3216
Tel: 0416 016 177
Email: conveyancing@dannyberanic.com.au

Ref: 5749

SECTION 32 STATEMENT
95 HENRY ROAD PAKENHAM VIC 3810

32A FINANCIAL MATTERS

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

Their total does not exceed \$5,000.00

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

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

32B INSURANCE

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

32C LAND USE

(a) **RESTRICTIONS**

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

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

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

(b) **BUSHFIRE**

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) **ROAD ACCESS**

There is access to the Property by Road.

(d) **PLANNING** See attached Planning Certificate

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

SECTION 32 STATEMENT
95 HENRY ROAD PAKENHAM VIC 3810

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

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

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

32I TITLE

Attached are the following document/s concerning Title: volume 11354 Folio 906

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

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- Plan of Subdivision PS644550V
- Covenant PS644550V
- Memorandum Of Common Provisions AA1959
- Planning Certificate
- Council Rate Notice
- South East Water Information Statement
- South East Water Asset Information Sewer & Drain
- State Revenue Office Property Clearance Certificate
- Planning Property Report
- **Due Diligence** Checklist

SECTION 32 STATEMENT
95 HENRY ROAD PAKENHAM VIC 3810

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

Matthew Giles Brown

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

x

Register Search Statement - Volume 11354 Folio 906

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11354 FOLIO 906

Security no : 124096864588H
Produced 14/04/2022 04:35 PM

LAND DESCRIPTION

Lot 95 on Plan of Subdivision 644550V.
PARENT TITLE Volume 11299 Folio 959
Created by instrument PS644550V 25/05/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MATTHEW GILES BROWN of 14 ZAZZMAN COURT ST ALBANS PARK VIC 3219
AK027820B 15/11/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ658936H 23/01/2018
NATIONAL AUSTRALIA BANK LTD

COVENANT PS644550V 25/05/2012

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 PS644550V 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: 95 HENRY ROAD PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD

Effective from 23/01/2018

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 14/04/2022, for Order Number 73811282. Your reference: 5749Brown.

Signed by Council: Cardinia Shire Council, Council Ref: S10/215, Original Certification: 17/02/2011, Recertification: 04/05/2012, S.O.C.: 22/05/2012

PLAN OF SUBDIVISION

STAGE No.

Plan Number

PS 644550V

MGA94, ZONE 55

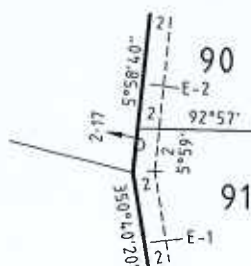


DIAGRAM NOT TO SCALE

Reserve No.1
364m²

CURRAWONG CRESCENT



Beveridge Williams
development & environment consultants

Melbourne ph : 03 9528 4444

www.beveridgewilliams.com.au

SCALE

7.5 0 7.5 15 22.5 30 37.5
LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:750

SHEET

A3

LICENSED SURVEYOR
(PRINT)

JAMES ARTHUR WIGGINS

SIGNATURE

DIGITALLY SIGNED

DATE

REF. M3881/4A

VERSION 2


M3881-4A-PS-0W0

Sheet 2

DATE

CORNER DELEGATE SIGNATURE

Signed by Council: Cardinia Shire Council, Council Ref: S10/215, Original Certification: 17/02/2011, Recertification: 04/05/2012, S.O.C.: 22/05/2012

PLAN OF SUBDIVISION		STAGE No. 1	LRS use only EDITION 1	Plan Number PS 644550V
LOCATION OF LAND Parish: Pakenham Township: _____ Section: _____ Crown Allotment: 12 (Pt) Title Reference: VOL.11299 FOL.959 Last Plan Reference: PS 637237Q (LOT F) Postal Address: Henry Road (at time of subdivision) Pakenham VIC 3810 MGA Co-ordinates E 364 020 ZONE: 55 (of approx. centre of land in plan) N 5784 160		Council Certification and Endorsement Council Name: CARDINIA SHIRE COUNCIL REF: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /		
Vesting of Roads and / or Reserves Identifier Council/Body/Person Reserve No. 1 Cardinia Shire Council		Notations Staging This is/is not a staged subdivision Planning Permit No.T090553 Depth Limitation Does not apply.		
Estate: Andrius Phase No: 4A No. of Lots: 12 PHASE AREA: 5386m ²		LOTS 1-88 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN THIS IS A SPEAR PLAN SURVEY THIS PLAN IS/IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 102 (PAKENHAM) 392 (NAR NAR GOON) IN PROCLAIMED SURVEY AREA No. 71		
Easement Information Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)				LRS use only Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 22 / 05 / 2012
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	SEE DIAG.	PS 630847Y	SOUTH EAST WATER LIMITED
E-2	SEWERAGE	SEE DIAG.	PS 637237Q	SOUTH EAST WATER LIMITED
E-5	POWERLINE	SEE DIAG.	PS 630847Y	SPI ELECTRICTY PTY LTD
E-6	SEWERAGE POWERLINE	SEE DIAG. SEE DIAG.	PS 630847Y PS 630847Y	SOUTH EAST WATER LIMITED SPI ELECTRICTY PTY LTD
				LRS use only Plan Registered Time 10:36 am Date 25 / 05 / 2012 Grant Redman Assistant Registrar of Titles Sheet 1 of 3 Sheets
 Beveridge Williams development & environment consultants Melbourne ph : 03 9528 4444 www.beveridgewilliams.com.au		LICENSED SURVEYOR JAMES ARTHUR WIGGINS (PRINT) SIGNATURE DIGITALLY SIGNED DATE REF. M3881/4A VERSION 2 M3881-LA-PS-0W6		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 644550V

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED:

CREATION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
89	90
90	89, 91
91	90, 92
92	91, 93
93	92, 94
94	93, 95
95	94, 96
96	95
97	98
98	97, 99
99	98, 100
100	99

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot on this plan to which this restriction applies must not build or permit to be built or remain on that lot any dwelling, house, building, outbuilding, garage, driveway, fence, landscaping or other works or improvements other than a dwelling, house, building, outbuilding, garage, driveway, fence, landscaping or other works or improvements that have been constructed in accordance with, and otherwise comply with the requirements set out in, Memorandum of Common Provisions registered number AA1959 ("MCP"), which MCP is incorporated into this plan.

This restriction shall terminate and cease to have effect 10 years after registration of this plan.



Beveridge Williams
development & environment consultants

Melbourne ph : 03 9528 4444

www.beveridgewilliams.com.au

LICENSED SURVEYOR
(PRINT)

JAMES ARTHUR WIGGINS

SIGNATURE DIGITALLY SIGNED DATE

REF. M388174A

VERSION 2

M3881-4A-PS-V2-DWG

Sheet 3

DATE / /

COUNCIL DELEGATE SIGNATURE

And we the said Transferees with the intent that the benefit of this covenant shall be attached to and run at law and equity with each and every lot on Plans of Subdivision No. PS630846B, PS630847Y, PS637237Q, PS641255P, PS641257K, PS644550V, PS644552R and PS644574F other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and equity with the said lot hereby transferred **DO HEREBY** for ourselves, our heirs, administrators and transferees and the registered proprietors for the time being of the lot hereby transferred and as separate covenants jointly and severally covenant with the said Transferor, its successors, assigns and transferees and other registered proprietor or proprietors for the time being of each and every lot comprised in Plans of Subdivision PS630846B, PS630847Y, PS637237Q, PS641255P, PS641257K, PS644550V, PS644552R and PS644574F other than the said lot hereby transferred that we and the registered proprietors for the time being of the lot hereby sold shall not:-

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling house with the usual outbuildings.
- (ii) Allow the erection of any relocated dwelling or prefabricated dwelling
- (iii) Permit materials used to construct any dwelling house or outbuildings to be other than new materials.
- (iv) Subdivide or cause to subdivide or allow to be subdivided the burdened land.
- (v) Build or cause to be built or allow to be built or allow to remain a dwelling house with a floor area of less than:
 - (a) 100 square metres on lots where the lot size is between 300 and 399 square metres
 - (b) 125 square metres where the lot is between 400 and 499 square metres
 - (c) 140 square metres where the lot size is 500 square metres or moreFor the purposes of calculating the floor area of a dwelling house the area of the garages, porches or verandahs shall be excluded.
- (vi) Build or cause to be built or allow to be built or allow to remain a dwelling house or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot unless the plans comply with the Amberlea Estate Design Guidelines as endorsed by Cardinia Shire Council on 7 July 2010 as part of Town Planning Permit No. T090553 a copy of which can be obtained from Cardinia Shire Council or Beveridge Williams & Co Pty Ltd.

The Amberlea Estate Design Guidelines contain the following elements that must be complied with: Restrictions, Minimum Floor Area of a Dwelling, Garages, Landscaping, Cooling, Heating and Solar Panels, Fencing and Building Envelopes.

This restriction and the Amberlea Estate Design Guidelines shall cease to have effect 10 years from the Registration of the Plan of Subdivision for that particular stage of the subdivision.

AA1959

20/04/2012 \$53.80 MCP



MEMORANDUM OF COMMON PROVISIONS

Section 91A Transfer of Land Act 1958

Lodged by:

Name: Boothby & Boothby
Address 883 Dandenong Road, Caulfield East, 3145
Ref: N.R. Sampson
Customer Code: 510Y



This memorandum containing two pages contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

PROVISIONS

Annexed hereto.

Approval No. 3145098A

MCP



1. The provisions are to be numbered consecutively from number 1.
2. The back of this form is not to be used.
3. Further pages may be added but each page should be consecutively numbered.
4. To be used for the inclusion of covenants and easements in mortgages, transfers and leases

Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Plan of Subdivision PS644550V

Certifying a New Version of an Existing Plan (Form 21)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S010810E

Plan Number: PS644550V

Council Name: Cardinia Shire Council

Council Reference Number 1: S10/215

Surveyor's Plan Version: 2

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 17/02/2011

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has not been satisfied

Digitally signed by Council Delegate: Penny Carney

Organisation: Cardinia Shire Council

Date: 04/05/2012

Planning Certificate



PROPERTY DETAILS

Property Address: 95 HENRY ROAD PAKENHAM VIC 3810
Title Particulars: Vol 11354 Fol 906
Vendor: MATTHEW GILES BROWN
Purchaser: N/A

Certificate No: 111231132

Date: 20/04/2022
Matter Ref: 5749Brown
Client: Danny Beranic
Conveyancing



MUNICIPALITY

CARDINIA



PLANNING SCHEME

CARDINIA PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

CARDINIA SHIRE COUNCIL



ZONES

URBAN GROWTH ZONE - SCHEDULE 1



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

NOT APPLICABLE



APPLICABLE OVERLAYS

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

**PROPOSED PLANNING SCHEME AMENDMENTS**NOT APPLICABLE

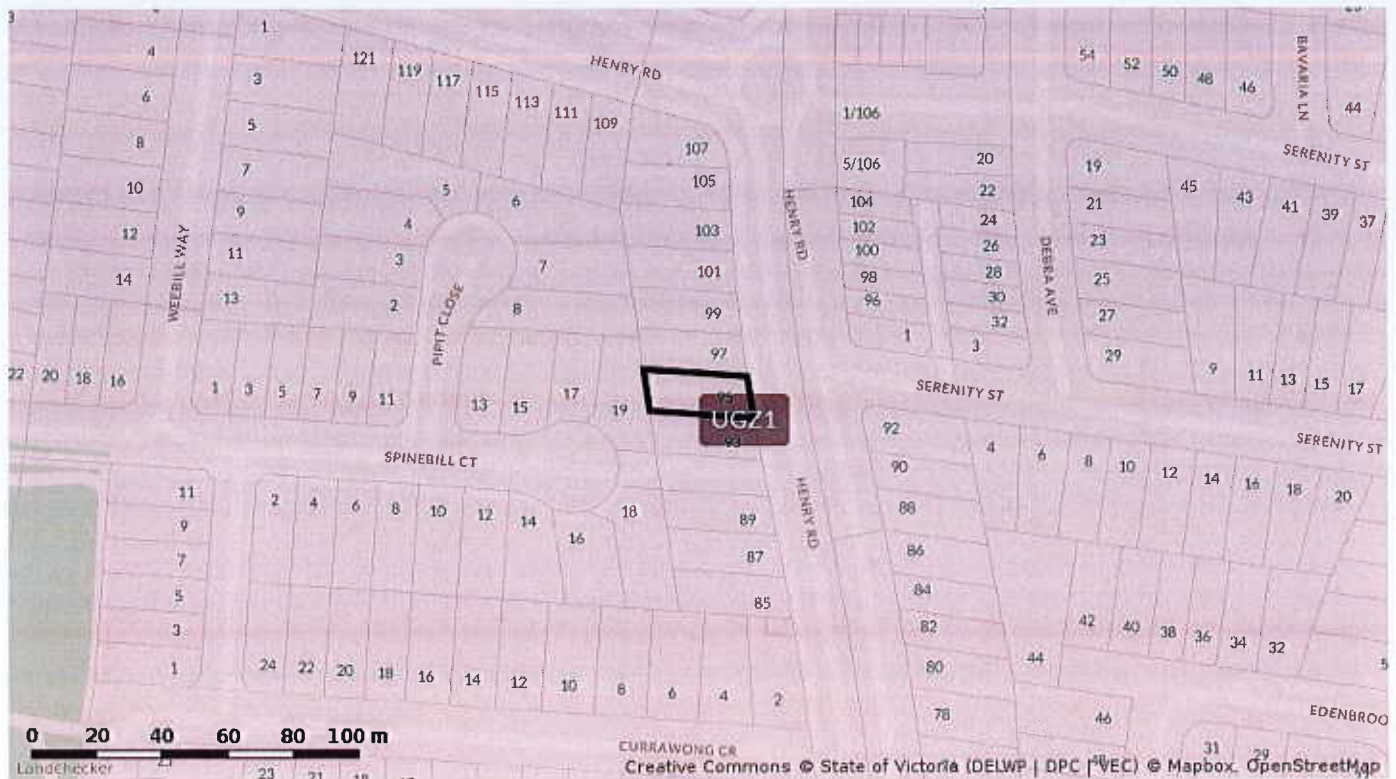
**ADDITIONAL INFORMATION**STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

Dye & Durham Property Pty Ltd ACN 089 586 872. All rights reserved. Dye & Durham and the Dye & Durham logo are the property of Dye & Durham Limited.

Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.



PLANNING ZONES MAP



ZONING

UGZ1 - URBAN GROWTH ZONE - SCHEDULE 1

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

Dye & Durham Property Pty Ltd ACN 089 586 872. All rights reserved. Dye & Durham and the Dye & Durham logo are the property of Dye & Durham Limited.

Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

Valuation, rates and charges notice

For period 1 July 2021 to 30 June 2022



ABN 32 210 906 807



Brown, M G
72 Rad Gum Dr
TEESDALE, VIC 3328



034
030669
R7_8313

Description and location of property:

95 Henry Rd
Pakenham 3810
L95 PS644550 V11354 F906

How your 2021-22 rates were calculated

Capital Improved Value (CIV)	\$470,000
x rate in dollar	x \$0.002893
= Council charges	= \$1,359.71
+ Fire Services Property Levy	+ \$141.73
+ waste charges	+ \$658.85
- or + credit or arrears	
- Concession/Rebate	
= Annual total	\$2,160.29

For more information on these charges, see the back page of this notice.

Instalment 1	\$540.00
Due date	30/09/2021
Date of issue	06/08/2021
Property number	5000012872

Instalment 2 Due 30 November 2021	\$540.00
Instalment 3 Due 28 Feb 2022	\$540.00
Instalment 4 Due 31 May 2022	\$540.29

Annual total If you prefer, you can pay this amount by 30 September 2021.	\$2,160.29
--	------------

If you are experiencing financial hardship, please visit www.cardinia.vic.gov.au/rates or call us on 1300 787 624 to discuss your options

Payment options



Set up regular payments to suit your budget at cardinia.vic.gov.au/rates



Billir code: 858944
Ref: 50000128723

BPAY @ this payment via internet or phone banking
BPAY View @ - view and pay this bill via internet banking
BPAY View registration number: 50000128723



Billpay Code: 0860
Ref: 5000 0128 7200 003

Call 131 816, go to postbillpay.com.au or visit an Australia Post store



Set up regular Centrepay deductions from your Centrelink payments at www.servicesaustralia.gov.au/centrepay CRN: 555 012 959V



Pay in person at our Customer Service Centre
20 Sking Avenue, Officer. (Open Monday to Friday, 8.30am-5pm).



To have your notices emailed
Register at cardinia.enotices.com.au
Reference No: BAD04AFD3Z



Instalment *860 500001287200003

For more information



1300 787 624



www.cardinia.vic.gov.au/rates

SAI GLOBAL - PSP
E-mail:
property.certificates@dyedurham.com

Statement for property:
LOT 95 95 HENRY ROAD PAKENHAM
3810
95 PS 644550

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62C//19392/00165	73823206:111231134	19 APRIL 2022	41362994

1. Statement of Fees Imposed

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

(a) By Other Authorities

Melbourne Water Corporation Total Service Charges	01/04/2022 to 30/06/2022	\$26.39
--	--------------------------	---------

(b) By South East Water

Water Service Charge	01/04/2022 to 30/06/2022	\$23.28
Sewerage Service Charge	01/04/2022 to 30/06/2022	\$91.12
Subtotal Service Charges		<u>\$140.79</u>
TOTAL UNPAID BALANCE		\$140.79

- The meter at the property was last read on 07/04/2022. Fees accrued since that date may be estimated by reference to the following historical information about the property:
- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>
- * Please Note: if usage charges appear above, the amount shown includes one or more of the following:
Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.
Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.
- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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

2. Encumbrance Summary

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

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

Pursuant to section 144 of the Water Act 1989 (Vic), South East Water has declared this property to be a serviced property for the purposes of: (a) potable water (b) recycled water (c) sewerage Pursuant to section 145 of the Water Act 1989 (Vic), South East Water will impose on the owner of the property 'Conditions of Connection' when connection to its assets is requested. Where a connection to South East Water's water supply system is requested by the applicant, such connection will also include Class A recycled water where available. For information please contact Property Development Branch on telephone 131694 or www.southeastwater.com.au

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.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:


















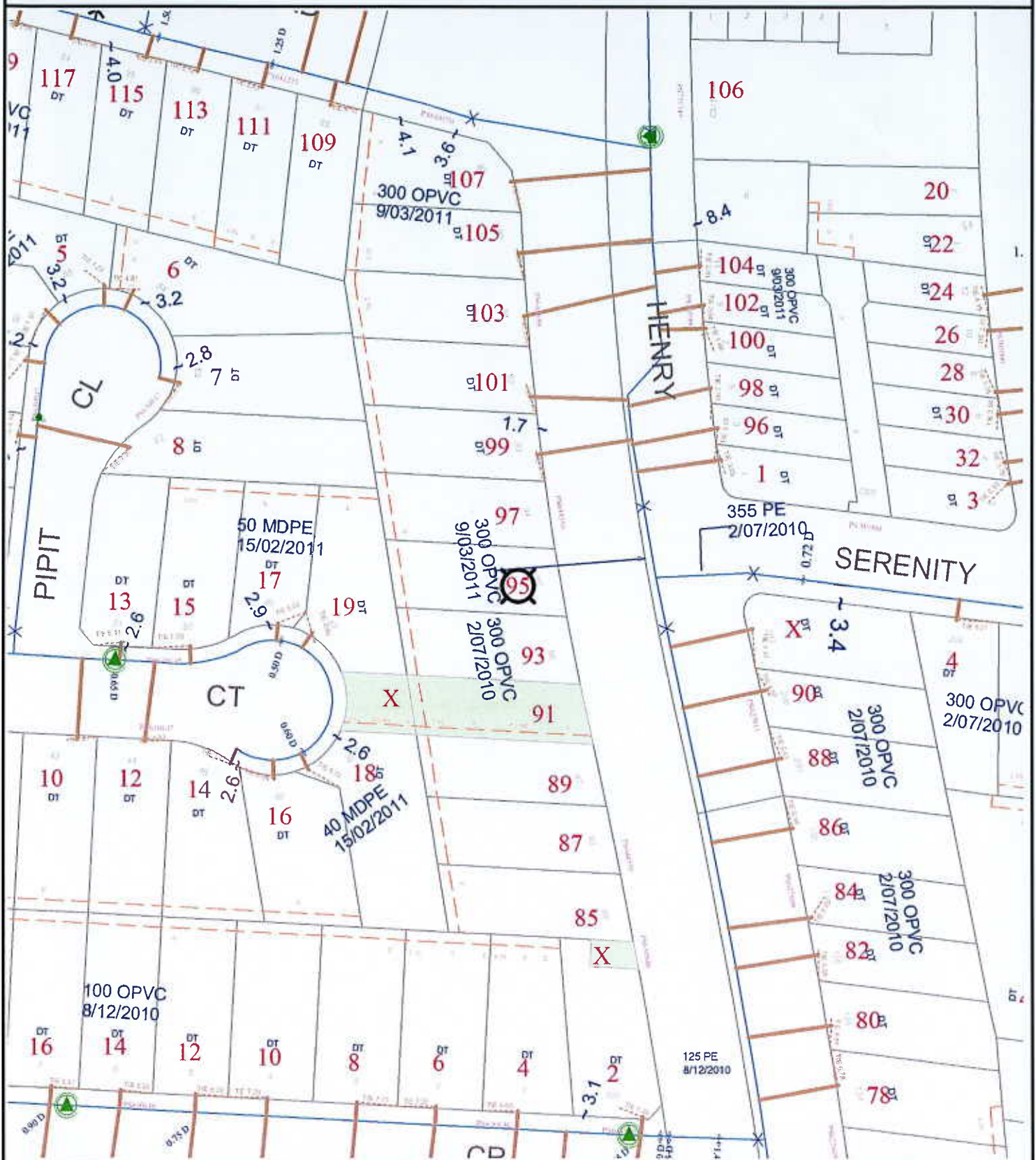
MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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



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

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



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

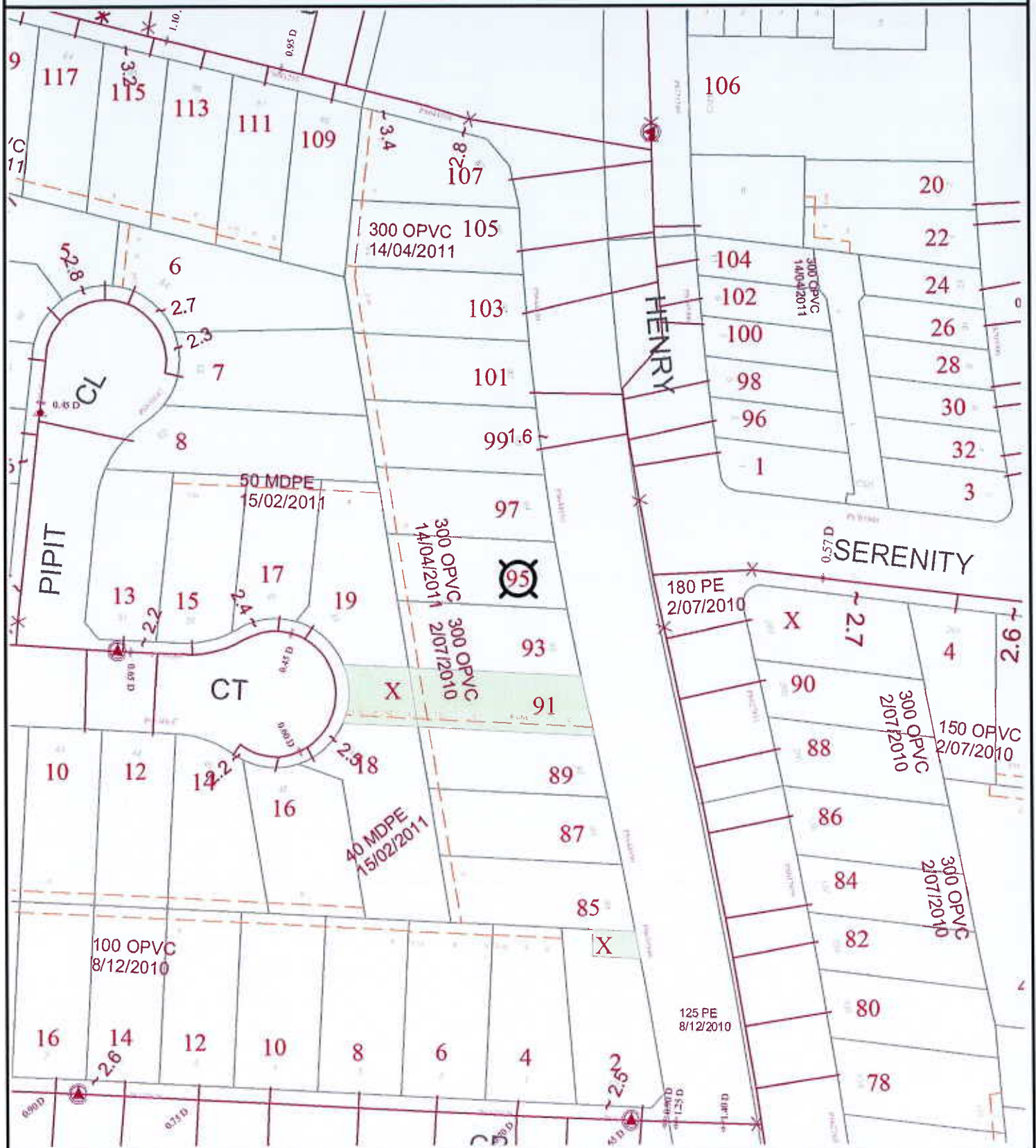
LEGEND

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



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

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary



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

LEGEND

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main & Services		Offset from Boundary

Property Clearance Certificate

Taxation Administration Act 1997



DANNY BERANIC CONVEYANCING VIA DYE & DURHAM
PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 73823206:111231133

Certificate No: 54469680

Issue Date: 19 APR 2022

Enquiries: ESYSPROD

Land Address: 95 HENRY ROAD PAKENHAM VIC 3810

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39822261	95	644550	11354	906	\$419.19

Vendor: MATTHEW BROWN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR MATTHEW GILES BROWN	2022	\$275,000	\$419.19	\$0.00	\$419.19

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$470,000

SITE VALUE: \$275,000

AMOUNT PAYABLE: \$419.19

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

Certificate No: 54469680

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$275,000

Calculated as \$0 plus (\$275,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 54469680

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: 54469680

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

[Home](#) / [Schemes and amendments](#) / [Planning report](#)

Planning Information

95 HENRY ROAD

PAKENHAM 3810

New property or parcel search

[Download PDF Report](#)

[Launch VicPlan](#)

[Go to Planning Scheme](#)

PROPERTY DETAILS

Local Government Area (Council):

CARDINIA

Council Property Number:

5000012872

Lot / Plan:

Lot 95 PS644550

Standard Parcel Identifier (SPI):

95\PS644550

ZONES AND OVERLAYS

Zone:

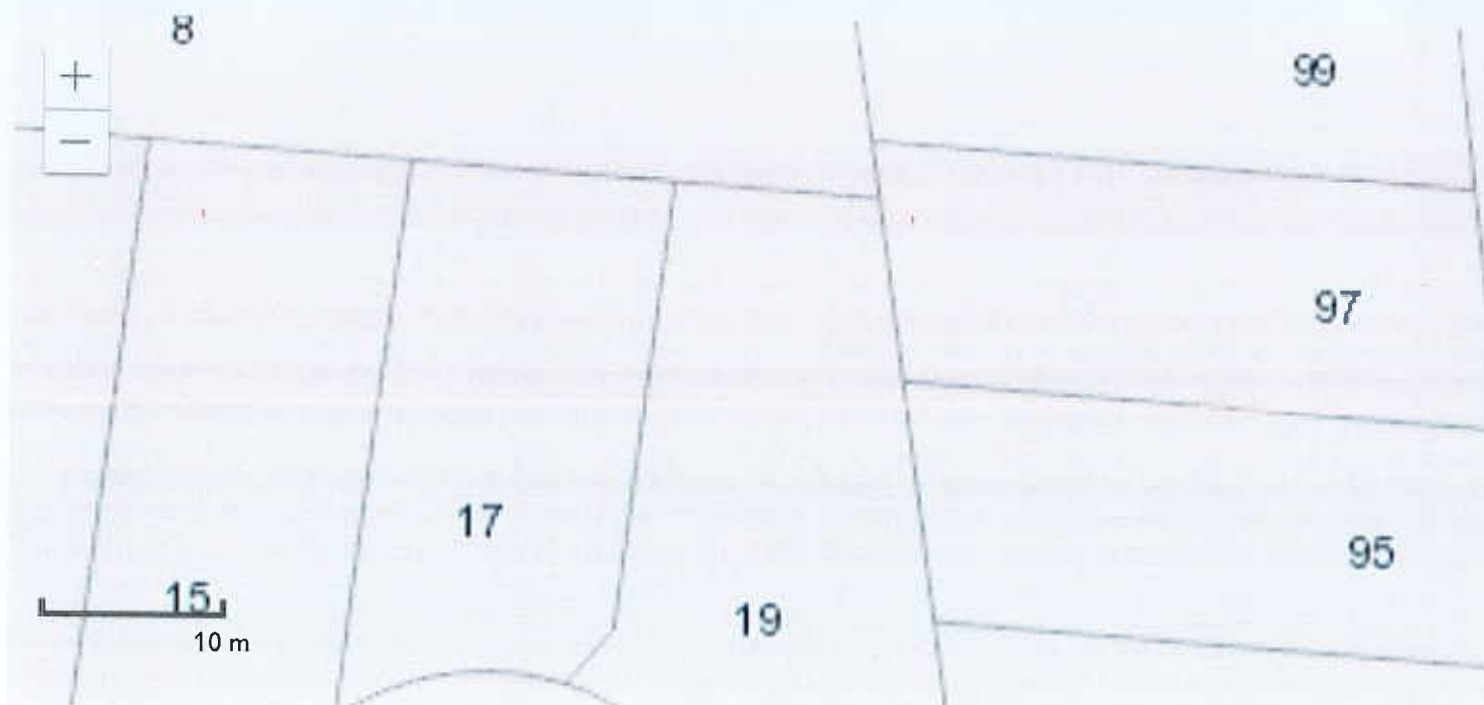
URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 1 (UGZ1)

Overlays:

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



Vicmap Basemaps is a licensed service available on 9 to 5 Service Level Agreement (SLA). It should be also noted ... Powered by Esri

STATE ELECTORATES

Legislative Council:

EASTERN VICTORIA

Legislative Assembly:

BASS

UTILITIES

Rural Water Corporation:

Southern Rural Water

Melbourne Water Retailer:

South East Water

Melbourne Water:

inside drainage boundary

Power Distributor:

AUSNET

COUNCIL DETAILS

Know Your Council

VicPlan

Deaf, hearing or speech impaired? Please contact the National Relay Service on 133 677 or www.relayservice.gov.au

We acknowledge and respect Victorian Traditional Owners as the original custodians of Victoria's land and waters, their

unique ability to care for Country and deep spiritual connection to it. We honour Elders past and present whose knowledge and wisdom has ensured the continuation of culture and traditional practices.

We are committed to genuinely partner, and meaningfully engage, with Victoria's Traditional Owners and Aboriginal communities to support the protection of Country, the maintenance of spiritual and cultural practices and their broader aspirations in the 21st century and beyond.



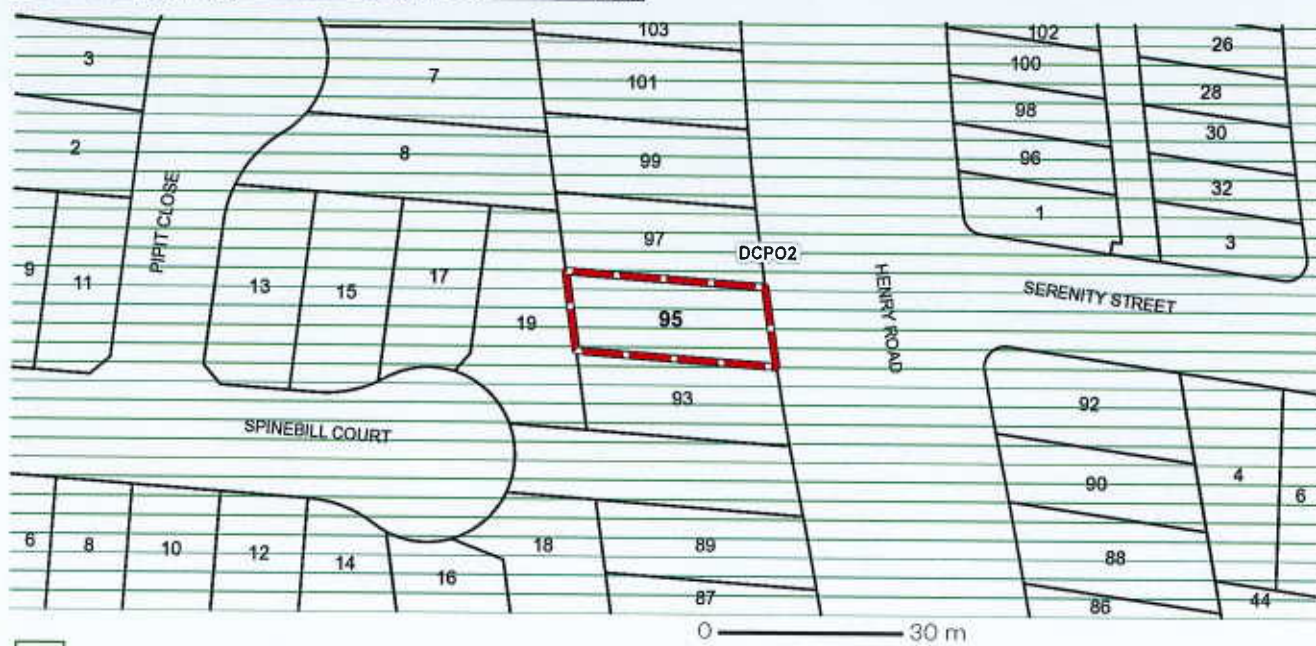
© State Government
of Victoria 2022

Environment,
Land, Water
and Planning

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



 DCPO - Development Contributions Plan

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

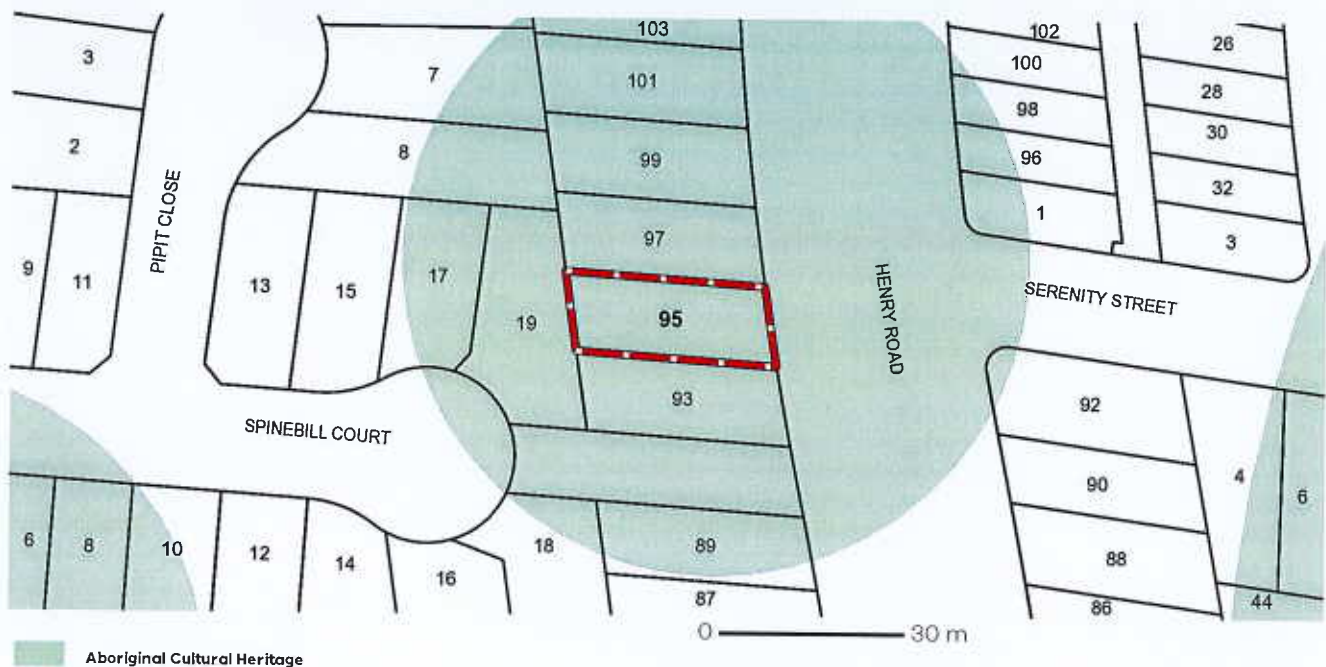
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.gov.vic.gov.au/govQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 13 April 2022.

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

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

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

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

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

Designated Bushfire Prone Areas

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



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

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

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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 14 April 2022 04:31 PM

PROPERTY DETAILS

Address: **95 HENRY ROAD PAKENHAM 3810**
Lot and Plan Number: **Lot 95 PS644550**
Standard Parcel Identifier (SPI): **95\PS644550**
Local Government Area (Council): **CARDINIA**
Council Property Number: **5000012872**
Planning Scheme: **Cardinia**
Directory Reference: **Melway 215 G9**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **BASS**

OTHER

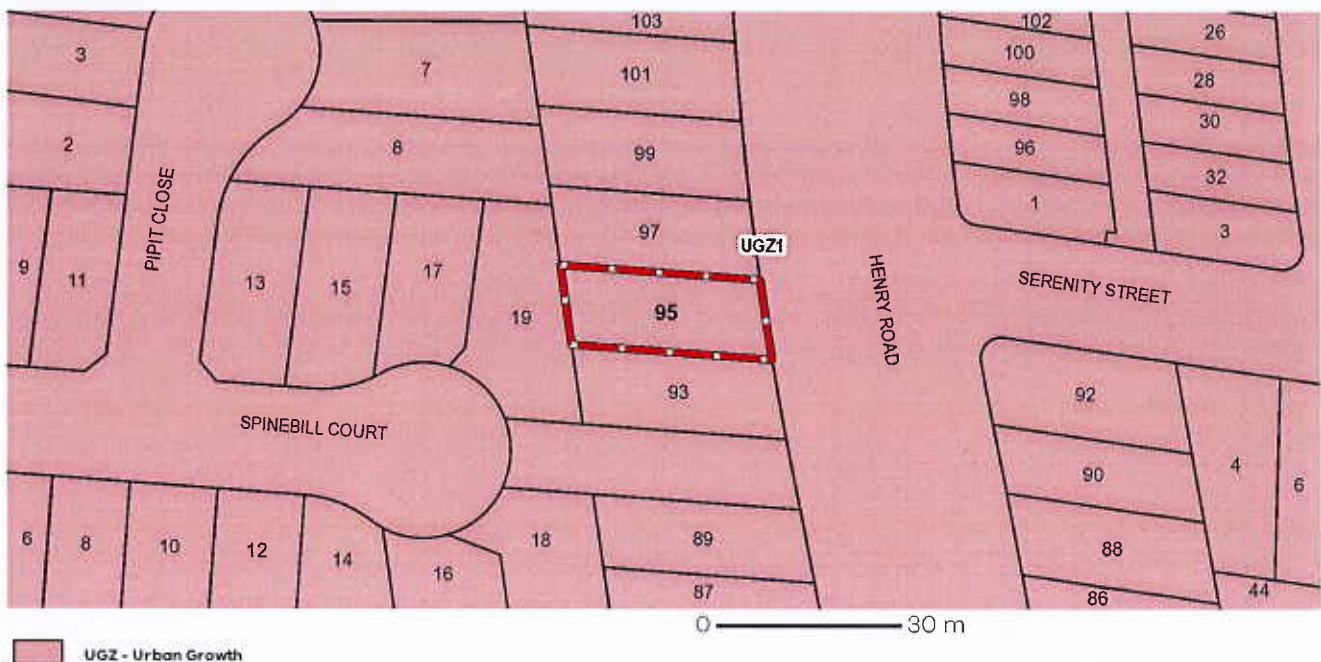
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 1 (UGZ1)



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

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Read the full disclaimer at: <https://www2.delwp.vic.gov.au/disclaimer>

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

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



 DCPO - Development Contributions Plan

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

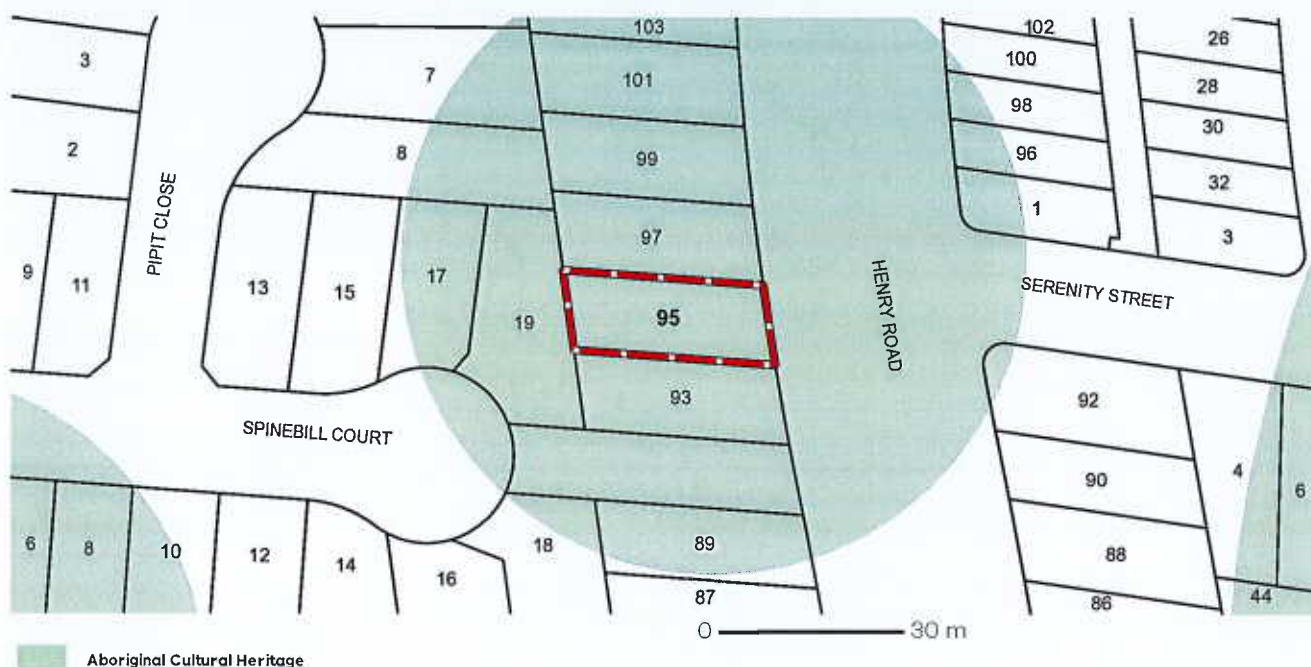
Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

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

<http://www.ggv.nrms.net.au/ggvQuestion1.aspx>

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

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



Further Planning Information

Planning scheme data last updated on 13 April 2022.

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

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

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

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

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

Designated Bushfire Prone Areas

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



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

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

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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvm.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://environment.vic.gov.au) or please contact your relevant council.

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