CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 23 Lisa Court, Mildura Vic 3500

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 via email 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.

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

Off-the-plan sales 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.

Prepared by:

GENUINE CONVEYANCING
We Genuinely Care

Suite 3, 47 Timbertop Boulevard,
OFFICER VIC 3809
(03) 8592 0101
0423 209 733

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT.

YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

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

The authority of a person signing—

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

must be noted beneath the signature.

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

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

Print name of person signing .....

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

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

Print name of person signing .....

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

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

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

Print name of person signing Melanie Joy Scott

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

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

Print name of person signing Michael William Scott

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Area Specialist (Mildura)
46-48 Lemon Avenue
MILDURA VIC 3500

Tel: Mobile: 0426 203 693 Email: lukasp@areaspecialist.com.au

VENDOR

Melanie Joy Scott and Michael William Scott
31 Caserta Drive
BERWICK VIC 3806

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Genuine Conveyancing
3/47 Timbertop Boulevard
Officer VIC 3809

Tel: 03 8592 0101 Email: cyndal@genuineconveyancing.com.au Ref: CR:SG:24/0684

PURCHASER

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Email: Ref:

PROPERTY ADDRESS

The address of the land is:
23 Lisa Court, Mildura VIC 3500

LAND
(General Conditions 3 and 9)

The land is as described in the table below:

Certificate of Title reference	being lot	on plan
Volume 9883 Folio 724	7	215928F

OR is described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND
(General Condition 2.2(f))

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

PAYMENT (General Condition 11)

Price $

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

Balance $ payable at settlement

GST (General Condition 13)

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

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

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

Settlement (General Condition 10)

is due on

Unless the land is a lot on an unregistered plan of subdivision, therefore 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 1.1)

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 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box

and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

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

Lender:

Loan amount: $

Approval date:

Special conditions

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

Special conditions

If the contract is subject to '**special conditions**' then particulars of the special conditions are:

Building and Pest Inspection Report

This contract is subject to a Building and Pest Inspection if this box is ticked ☐

This Contract is subject to and conditional upon the Purchaser obtaining a Building Inspection Report within 7 days of the Day of Sale if the box above is ticked and initialled by both parties. The Purchaser may end this Contract within 7 days of the Day of Sale if the Purchaser:

(a) obtains a written inspection report from a Registered Building Practitioner in which notes a Major Structural Defect in the Dwelling;
(b) serves written notice on the Vendors Conveyancer ending the Contract, together with a copy of the Building Inspection Report within the time allowed for under this condition;
(c) is not in Default under the Contract.

This Contract is subject to and conditional upon the Purchaser obtaining a Pest Inspection Report within 7 days of the Day of Sale if the box above is ticked and initialled by both parties. The Purchaser may end this Contract within 7 days of the Day of Sale if the Purchaser:

(a) obtains a written inspection report form a Licensed Pest Control Operator in which notes a live Major Pest Infestation;
(b) serves written notice on the Vendors Conveyancer ending the Contract, together with a copy of the Pest Inspection Report within the time allowed for under this condition;
(c) is not in Default under the Contract.

Should the Contract be ended under this Condition, all deposit previously paid by the Purchaser is to be refunded to the Purchaser in full within 3 business days of the Contract being ended.

A Notice ending the Contract under this Condition must be serve on the Vendors Conveyancer together with a copy of the complete Inspection Report.

FORM 2

Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

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

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

5. Consents

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

6. Transfer

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

7. Release of security interest

7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must—

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register

a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

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

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

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

11. Payment

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:
(a) in cash; or
(b) by cheque drawn on an authorised deposit-taking institution; or
(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

12. Stakeholding

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

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

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
(b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
(c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
(a) the parties agree that this contract is for the supply of a going concern; and
(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:
(a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
(b) 'GST' includes penalties and interest.

14. Loan

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by—

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.

17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer—

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and

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

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

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

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

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

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

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

27. Default notice

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—

(i) the default is remedied; and

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

28. Default not remedied

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

SPECIAL CONDITIONS

EC

1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and this special condition 1 applies, if the box is marked "EC"

(a) 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.

(b) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

(c) Each party must:

(i) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(ii) 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

(iii) conduct the transaction in accordance with the Electronic Conveyancing National Law.

(d) 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.

(e) The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

(f) Settlement occurs when the workspace records that:

(i) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(ii) 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.

(g) The parties must do everything reasonably necessary to effect settlement:

(i) electronically on the next business day, or

(ii) 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 1(f) has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

(h) 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.

(i) The vendor must before settlement:

(i) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(ii) 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;

(iii) 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

(iv) 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.

(j) 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.

2. Foreign Resident Capital Gains Withholding

2.1 Interpretation

Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("TAA") have the same meaning in this special condition unless the context requires otherwise.

2.2 Amount to be withheld

Only 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 of the TAA ("the amount"), then:

(a) the amount is to be deducted from the vendor's entitlement to the contract consideration; and

(b) if there is no consideration or non-monetary consideration, the vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration; and

(c) special condition 2.3 applies.

2.3 Purchaser and vendor obligations

(a) The purchaser must:

(i) 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

(ii) ensure that the representative does so.

(b) The purchaser must (and the terms of engagement for the purchaser's representative are taken to include instructions to) have regard to the vendor's interests and:

(i) 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 purchaser (or its representative) in accordance with this special condition if the sale of the property settles;

(ii) promptly provide the vendor with proof of payment;

(iii) otherwise comply, or ensure compliance with, this special condition; and

(iv) where the amount is not payable to the Commissioner, return it promptly to the vendor and the amount is a charge on the land until payment of the amount is made in accordance with this special condition; despite:

(v) any contrary instructions, other than from both the purchaser and the vendor; and

(vi) any other provision in this contract to the contrary.

(c) The purchaser (and its representative) is taken to have complied with the obligations in special condition 2.3(b) if:

(i) 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

(ii) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

(d) Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 of the TAA must be given to the purchaser at least 5 business days before the due date for settlement.

(e) The vendor must provide the purchaser with the information needed for the purchaser to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of the TAA. 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.

(f) The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

(g) The requirements of this special condition which are not or cannot be satisfied by settlement will survive and will not in any way be removed or be satisfied or determined on settlement.

3. Auction

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

4. Guarantee

If a company purchases the property:

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

(b) 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.

5. FIRB Approval

5.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act* 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

5.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

5.3 This warranty and indemnity do not merge on completion of this contract.

6. GST WITHHOLDING

6.1 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.

6.2 This special condition 6 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 11 is to be taken as relieving the vendor from compliance with section 14-255.

6.3 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.

6.4 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

6.5 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:

(i) any contrary instructions, other than from both the purchaser and the vendor; and

(ii) any other provision in this contract to the contrary.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 This special condition will not merge on settlement.

7. Statement of Adjustment

The Purchasers Representative must provide to the Vendors Representative the Statement of Adjustments along with all current rate and taxes certificates including Land Information Certificate, Water Information Statement and Land Tax Clearance Certificate at least 7 days prior to settlement.

8. Interest and Cost Payable on Default

8.1 Should the Purchaser default in the payment of any amount payable under the Contract, then the Purchaser will incur Penalty Interest and Default Fees as follows, which are to be adjusted ad paid at Settlement, unless the Contract is ended, at which point payment of the Interest and Cost on Default are payable within 14 days of the Contract be ended:

(a) A Default Fee of $250.00 plus GST is payable to the Vendors Conveyancer for each and every default;

(b) The Professional Fee for the services of a Default Notice of $500.00 plus GST is payable to the Vendors Conveyancer for each and every default.

8.2 Should the Purchaser fail to complete the purchase of the property on the date specified in the Contract, the Purchasers acknowledge that Vendor may or will suffer the following reasonably foreseeable losses and expenses which the Purchaser will be required to pay to the Vendor at Settlement in additional to the Interest and Default Costs referred to in Special Condition 8.1:

(a) All costs associated with obtaining bridging finance to complete the Vendors Purchase of another property and interest charged on such bridging finance;

(b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the Due Date;

(c) Accommodation and Removalist expenses necessarily incurred by the Vendor;

(d) Cost and Expenses incurred between the Vendor and Vendors Conveyancer;

(e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendors Purchase;

(f) Additional Land Tax, if applicable.

9. COVID-19 Health Emergency

9.1 The parties agree that should the Australian or Victorian Governments require either party to be quarantined or to be in self-isolation due to the outbreak of the Coronavirus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the quarantine or self-isolation period, as soon as practicably possible. If settlement is delayed, by no more than 14 days, in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

9.2 The parties agree that should the Australian or Victorian Governments impose lockdown restrictions which prevent settlement from taking place, the settlement date will move to 7 days after the lockdown restrictions are lifted which allow the settlement to take place. If settlement is delayed in accordance which this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement unless the settlement is delayed beyond 7 days after the lockdown restrictions are lifted and the delay is directly caused by either party.

9.3 For the benefit of both parties to this transaction, should either party:

(a) Contract the Covid-19 (Coronavirus);

(b) Be placed in quarantine or isolation in the property;

(c) Be directed to quarantine or self-isolate in the property; or

(d) Need to care for an immediate member of their household or family in the property who is directly affected by (a), (b) or (c) above.

Then the parties agree that the following provisions shall apply:

9.4 The other party cannot issue a Notice of Default on the party affected by 9.3(a) to 9.3(d) above until such time as the person or persons are no longer in quarantine or self-isolation.

9.5 The party seeking the benefit of Special Condition 9 must provide suitable documentation to provide evidence of the need for quarantine or isolation immediately upon diagnosis.

9.6 Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.

9.7 It is an essential term of this Contract that id the vendor is seeking the benefit of Special Condition 9 and has or permitted any person to be quarantines or self-isolated on the property at any time within a period of fourteen (14) days prior to the settlement date, then the vendor must either:

(a) cause for the property and all goods included on the property to be disinfected by a cleaning contractor approved by the Purchaser (acting reasonably); or

(b) by mutual agreement of both parties, provide an adjustment in favour of the Purchaser at settlement an amount equal to $500.

9.8 **Defined Terms.**

In these Special Conditions:

(a) **"Covid-19"** and **"Coronavirus"** means the strain of virus more fully describes as Coronavirus Disease 2019 as declared by the World Health Organisation.

(b) **"Disinfect"** means:

(i) steam cleaning all carpets and mopping of all hard-surface floors using a disinfectant cleaning agent capable of killing the Covid-19 virus; and

(ii) cleaning air conditioning filters and using disinfectant products to clean all hard surfaces including without limitation, all door handles, lodge switches, remote controls, windows and appliances using a disinfectant cleaning agent capable of killing the Covid-19 virus.

(c) **"Quarantine"** means:

(i) You are at risk of having the COVID-19 infection, but not actually known to be infected. You may or may not end up with it.

(ii) You are asked to wait it out in isolation until 14 days have passed and you remain well. This reduces the chances of the infection spreading and applies if you have come back from the growing list of countries with a lot of infection or if you have had contact with someone who is positive.

(iii) If you become unwell during the 14 days, testing is done and *if positive* you move into isolation phase (or into hospital if very unwell).

(iv) If unwell but testing is *negative*, you should still stay in quarantine until the 14 days are up, as the infection may take that long to show up.

(v) If well at the end of the 14 days, you may resume normal contact, providing you stay well.

(d) **"Self-Isolation"** or **"Isolation"** means the isolation of an individual from other members of the public due to:

(i) having a confirmed case of Covid-19 Virus; or

(ii) being in close contact with a person with a confirmed case of Covid-19 Virus.

10. Settlement and finance rescheduling

The purchaser acknowledged that a rescheduling fee of $150.00 plus GST for each and every settlement and finance clause reschedule will apply.

11. General Conditions

The following General Condition is added to the Contract:

14.2 (e) provides to the Vendor, written evidence from the Lender which:

(i) is dated and on the Lender's letterhead;

(ii) identifies the Purchaser and the Property; and

(iii) sets out the Loan Amount applied for and states that the loan has not been approved.

12. Nomination

The Purchaser may only exercise the Purchaser's rights under General Condition 18 if the Purchaser delivers to the Vendor not less than ten (10) Business Days prior to settlement:

a) a nomination form:

i. complying with all Laws and in a form reasonably required by the Vendor;

ii. pursuant to which the Purchaser agrees to indemnify and keep indemnified the Vendor against all cost, loss, liability or expense suffered or incurred as a direct or indirect result of the nomination, whether or not the Vendor has incurred any such cost, loss, liability or expense or has made a payment;

iii. properly completed with all of the relevant details;

iv. duly executed by the Purchaser and the nominated purchaser;

b) a copy of the duly executed nominee statutory declaration required by the State Revenue Office;

c) a written acknowledgement from the Guarantors that the nomination of the nominee does not vitiate the Guarantor's obligations; and

d) the guarantee and indemnity required by Special Condition 4(b)

e) the nominee pays the Vendor's reasonable costs and expenses of $275.00 inclusive of GST with respect to the advice, review, negotiation and execution of any matter or document referred to in this special condition.

13. Christmas Closure Period

All parties agree and acknowledge that the Vendor's representative's office is closed for the Christmas Period from the Friday before Christmas Day (25 December) each year until the first Monday in the following year (January). In the event that the first Monday falls within the first 5 days of January, then the Vendor's representative's office will reopen on the second Monday in January. In the event that the scheduled settlement date falls on a date during this closure period, the parties agree that the settlement shall be rescheduled to the date which is 2 business days after the date in which the Vendor's representative's office reopens.

Neither party may issue a Default Notice during this closure period and neither party can make a claim against the other party in respect of this Special Condition 13.

14. Swimming Pool and Spa

14.1 If the property contains a Swimming Pool or Spa ("pool"), the purchaser acknowledges that:

a. The purchaser must comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and 2018 ("Regulations"); and
b. The purchaser must ensure that there is a safety barrier installed and that such Safety Barrier complies with Regulations 5.13 of the Regulations (or any regulation imposed in the future by any regulatory authority which relates to the pool safety barriers); and
c. The purchaser must register the pool with the local council immediately upon settlement; and
d. The purchaser agreed to Indemnify and keep Indemnified, the vendor against any non-compliance of any regulation by the Vendor from day of sale and the purchaser ay not call on the vendor to contribute in any way to such compliance; and
e. The purchaser acknowledges that any letter received from council that pre-dates the day of sale advising of the barrier compliance date is not a notice but merely information advising on a compliance date, which the purchaser must comply with post settlement.

This condition shall not merge upon settlement.

FURTHER SPECIAL CONDITIONS:

Please number each and initial each further Special Condition.

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 by the said)
)
Print Name.....) .....
Director (Sign)

in the presence of:)
)
Witness.....)

SIGNED by the said)
)
Print Name.....) .....
Director (Sign)

in the presence of:)
)
Witness.....)

Notice to Purchaser
(GST Withholding Regime)

Property: 23 Lisa Court, Mildura VIC 3500
Vendor: Melanie Joy Scott and Michael William Scott
ABN (if applicable):

The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST ☒

23 Lisa Court, Mildura Vic 3500
(Property)

VENDOR STATEMENT

Vendor: Melanie Joy Scott and Michael William Scott

GENUINE CONVEYANCING
3/47 Timbertop Boulevard, Officer VIC 3809

Tel: 03 8592 0101
Email: cyndal@genuineconveyancing.com.au
Ref: SG:24/0684

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land: 23 Lisa Court, Mildura VIC 3500

Vendor: Melanie Joy Scott

_____ _____/_____/20_____
Vendor's signature Date

Vendor: Michael William Scott

_____ _____/_____/20_____
Vendor's signature Date

Purchaser:

_____ _____/_____/20_____
Purchaser's signature Date

Purchaser:

_____ _____/_____/20_____
Purchaser's signature Date

1. FINANCIAL

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them):-
☒ Are contained in the attached certificate(s).

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1 above; other than:-
☒ Nil, so far as the vendor(s) are aware, other than land tax, if applicable.

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge:-
☒ Not applicable.

1.3 **Terms Contract**
This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.
☒ Not applicable.

1.4 **Sale Subject to Mortgage**
This section 1.4 only applies if this Vendor Statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.
☒ Not applicable.

2. INSURANCE

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

2.2 **Owner-Builder**
This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.
☒ Not applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**
(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -
☒ Is in the attached copies of title document/s.

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

☒ Nil, so far as the Vendor's are aware.

The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3.2 **Road Access**
There is access to the property by road

3.3 **Designated Bushfire Prone Area**
The land:
☒ Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

3.4 **Planning Scheme**
☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**
Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:
☒ Not applicable.

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

4.3 **Compulsory Acquisition**
The particulars of any notices of intention to acquire that have been served under section 6 of the Land Acquisition and Compensation Act 1986 are as follows:
☒ Not applicable.

5. BUILDING PERMITS

5.1 **Particulars of any building permit** issued under the Building Act 1993 in the preceding 7 years (required only where there is a residence on the land):
☒ No such building Permit has been granted to the Vendor's knowledge.

6. OWNERS CORPORATION

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

☒ Not applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

☒ GAIC (and Section 7) is NOT applicable on the sale of this property.

8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

☐ Electricity supply
☒ Gas supply
☐ Water supply
☐ Sewerage
☒ Telephone services

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 their account with the service provider before settlement, and the purchaser will have to have the service reconnected

9. TITLE

9.1 Attached are copies of the following **title documents**:

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

10. SUBDIVISION

☒ This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.

11. DISCLOSURE OF ENERGY INFORMATION

☒ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

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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 09883 FOLIO 724

Security no : 124115626578Q
Produced 07/06/2024 09:51 AM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 215928F.
PARENT TITLE Volume 09869 Folio 059
Created by instrument LP215928F 15/06/1989

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
    MICHAEL WILLIAM SCOTT
    MELANIE JOY SCOTT both of 31 CASERTA DRIVE BERWICK VIC 3806
    AN173692N 12/10/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN173693L 12/10/2016
    NATIONAL AUSTRALIA BANK LTD

COVENANT P347139S 02/08/1989

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
    P149439F 26/04/1989

DIAGRAM LOCATION

SEE LP215928F 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: 23 LISA COURT MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 22/10/2016

DOCUMENT END

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Document Identification	**P149439F**
Number of Pages (excluding this cover sheet)	**10**
Document Assembled	**07/06/2024 09:51**

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REGD.

Form 9.1

P149439F

Lodged by City of Mildura

Code .....

VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

Volume 9869 Folio 059

ADDRESS OF THE LAND

Lot E, L.P. 215150X
being 1332-1348 Etiwanda Avenue, Mildura

RESPONSIBLE AUTHORITY (name and address)

CITY OF MILDURA
Deakin Avenue, Mildura

PLANNING SCHEME

MILDURA CITY PLANNING SCHEME

AGREEMENT DATE

13th April, 1989

AGREEMENT WITH (name and address)

BONITAS ANNA NOMINEES PTY LTD
4 Wilson Street
SWAN HILL VIC 3586

A copy of the Agreement is attached to this Application

Signature for the Responsible Authority .....

(DAMIAN B. GOSS)
TOWN CLERK / CHIEF EXECUTIVE

Date 13th April, 1989.

A memorandum of the within instrument has been entered in the Register Book.

Registrar of Titles

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5 P144435F

THIS AGREEMENT is made this 13th day of

B E T W E E N:

THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF MILDURA
of 76-84 Deakin Avenue, Mildura

(hereinafter called "the Council")
of the first part

- and -

BONITAS ANNA NOMINEES PTY LTD
of 4 Wilson Street, Swan Hill

(hereinafter called "the Owner" which expression shall where this Agreement so admits so includes successors and permitted assigns)
of the second part

WHEREAS:

A. The Owner is or is entitled to be registered at the Office of Titles as the proprietor of all those pieces of land described in the First Schedule hereto situated at and known as Lot E Etiwanda Avenue, Mildura (the land).

B. The Owner made application to the Council as the Responsible Authority under the Mildura City Planning Scheme for a Planning Permit to subdivide land described as Lot E on Plan of Subdivision No. 215150X being Part of Crown Portion 1, Section 29, Block F, Parish of Mildura, and to construct a single detached house upon each lot created on land situated in Etiwanda Avenue, City of Mildura, in accordance with the attached endorsed plan, part of the overall plan of Subdivision approved with the Original permit issued No. P240/88 dated the 8th December, 1988.

.../2

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C. The Council by Notice of Determination dated the 8th day of December, 1988 determined to grant a Permit to subdivide the land in accordance with the endorsed plan and subject to various conditions including a condition which provided as follows:

"This permit shall have no force or effect until such time as the owner of the land, pursuant to Section 173 of the Planning and Environment Act 1987 enters into an Agreement with Council to preclude flat developments upon particular lots within the subdivision. The location and the number of flats shall not exceed the ratio of one flat to that of three separate detached dwellings within the subdivision as approved by the City Engineer/Town Planner."

D. The Council and the Owner have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as being an Agreement under Section 173 of the Planning & Environment Act 1987.

E. The Owner intends to lodge a Plan of Subdivision for approval in accordance with the Planning Permit immediately after the registration of this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement unless inconsistent with the context or subject matter -

   "Permit" shall mean the permit issued by the Council as a result of the Notice of Determination referred to in recital C hereof.

2. The Owner covenants and agrees to comply with, carry out and observe condition 1 of the Permit.

.../3

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3. The Owner further covenants and agrees as follows:

   To prohibit the construction of or adaptation to flats as defined in the Mildura City Planning Scheme for a period of ten (10) years from the date of approval of the Plan of Subdivision by the Office of Titles upon all lots within the subdivision hereby permitted, with the exception of Lot 27 on the endorsed plan annexed hereto.

4. The Owner agrees to do all things necessary to enable the Council to enter a memorandum of this Agreement on the Certificate of Title to the land in accordance with Section 181 of the Planning and Environment Act 1987 including signing any further agreement acknowledgement or document to enable the said memorandum to be registered under that Section.

5. The covenants and agreements of the Owner under this Agreement shall cease and the Owner will be released from its obligations under this Agreement upon the Council delivering to the Owner a certificate stating that the subdivision has been carried out and completed and the Owner has complied with the terms of this Agreement to its satisfaction.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year hereinbefore written.

.../4

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FIRST SCHEDULE

Lot E on Plan of Subdivision No. ~~2272~~ 215150X, being part of Crown Portion 1, Section 29, Block F, Parish of Mildura being the whole of the land more particularly described in Certificate of Title Volume ~~8152~~ 9869 Folio ~~697~~ 059.

THE COMMON SEAL OF THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF MILDURA was hereunto affixed in the presence of:)

..... Mayor

..... Councillor

..... Town Clerk / Chief Executive

THE COMMON SEAL OF BONITAS ANNA NOMINEES PTY LTD was hereunto affixed in the presence of:)

BONITAS ANNA NOMINEES PTY. LTD. THE COMMON SEAL OF

..... Director

..... Secretary

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ERS COPY

Planning & Environment Act 1987

TOMKINSON & ASSOCIATES

ANNING
RMIT

Permit No. P.240/88
Application No. A.240/88

Mildura City Planning Scheme
Responsible Authority: City of Mildura

RESS OF THE LAND.

-1348 ETIWANDA AVENUE

PERMIT ALLOWS

or the subdivision carried out in stages of 40 Lots on land described as 1332-1348 anda Avenue, subject to:-

FOLLOWING CONDITIONS APPLY TO THIS PERMIT.

This permit shall have no force or effect until such time as the owner of this land, pursuant to Section 173 of the Planning & Environment Act 1987 enters into an Agreement with Council to preclude flat developments upon particular lots within the subdivision. The location and the number of flats shall not exceed the ratio of one flat to that of three separate detached dwellings within the subdivision as approved by the City Engineer/Town Planner.

The use hereby permitted shall be carried out in accordance with the endorsed plan and shall not be altered or modified without the consent of the Responsible Authority.

The site shall be drained to the satisfaction of the Responsible Authority and without prejudice to the generality of the foregoing, no stormwater, sullage, sewage or polluted drainage shall drain or discharge from the land to adjoining properties.

No topsoil shall be removed from the land without the consent of the Responsible Authority and any topsoil disturbed as a result of works permitted by this permit shall be stockpiled on the site for later redressing the land.

All disturbed surfaces on the land authorised by this permit except those areas set aside for roadways and footpaths shall be dressed with topsoil and where appropriate revegetated and stabilised to the satisfaction of the Responsible Authority so as to prevent any erosion or siltation either on or adjacent to the land.

e issue of this permit does not obviate the necessity for complying with the requirements of any authority pursuant any statute or regulation.

ate Issued 8 DECEMBER, 1988 XXXXXXXXXXXXXXXX

Signature for the Responsible Authority R.G. Locking

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ERS COPY

Planning & Environment Act 1987
TOMKINSON & ASSOCIATES

ANNING RMIT

Permit No. P.240/88
Application No. A.240/88

Mildura City Planning Scheme
Responsible Authority: City of Mildura

RESS OF THE LAND.
-1348 ETIWANDA AVENUE

PERMIT ALLOWS

Continued....

FOLLOWING CONDITIONS APPLY TO THIS PERMIT.

All utility services, including the provision of reticulated sewage, water, telephone and underground electricity shall be provided to each lot to the satisfaction of the City Engineer/Town Planner, prior to any construction occurring on the land.

All works associated with the construction of roads including footpaths shall be undertaken to the satisfaction of the City Engineer/Town Planner and be consistent with Mildura City Council Policy No.38.

e issue of this permit does not obviate the necessity for complying with the requirements of any authority pursuant any statute or regulation.

le Issued 8 DECEMBER, 1988

Signature for the Responsible Authority R E Locking

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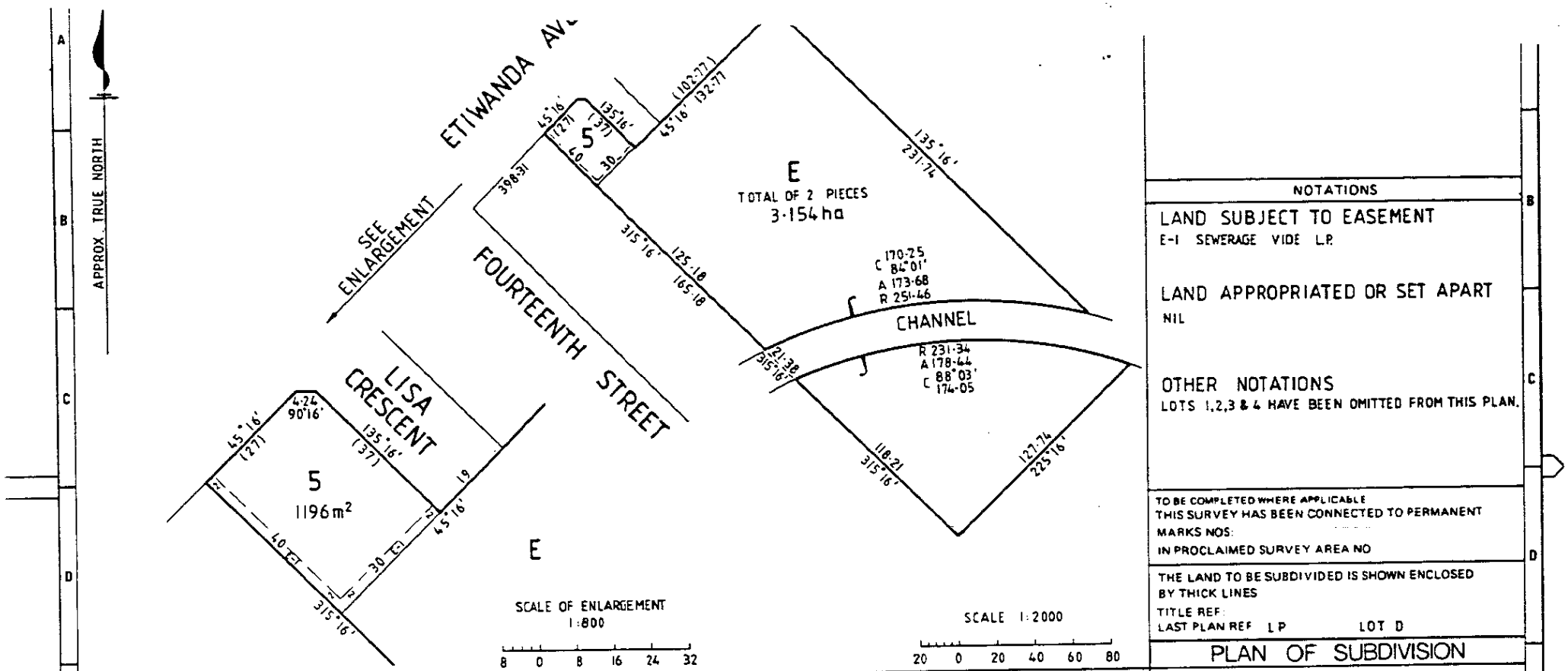


NOTATIONS

LAND SUBJECT TO EASEMENT
E-1 SEWERAGE VIDE LP

LAND APPROPRIATED OR SET APART
NIL

OTHER NOTATIONS
LOTS 1,2,3 & 4 HAVE BEEN OMITTED FROM THIS PLAN.

TO BE COMPLETED WHERE APPLICABLE
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NOS:
IN PROCLAIMED SURVEY AREA NO

THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED BY THICK LINES
TITLE REF:
LAST PLAN REF LP LOT D

PLAN OF SUBDIVISION

COUNTY KARKAROOC
PARISH MILDURA
CROWN PORTION ONE (PART)

NUMBER OF SHEETS IN PLAN 1
NUMBER OF THIS SHEET 1

SCALE
LENGTHS ARE IN METRES

ORIGINAL
SCALE AS SHOWN
SHEET SIZE A3

OFFICE USE ONLY
LP
VICTORIA

CERTIFICATION BY SURVEYOR

I, PAUL THOMAS TOMKINSON of 140 MADDEN AVE, MILDURA. 3500. certify that this plan has been prepared from a survey made under my immediate direction and supervision, in accordance with the *Surveyors Act* 1978 and completed on 23rd NOV. 1988. that this plan is accurate and correctly represents the adopted boundaries and the classification of the survey is C 3

Date: 23rd NOVEMBER 1988

Licensed Surveyor,
Surveyors Act 1978.

AMENDMENTS

TOMKINSON & ASSOCIATES
140 MADDEN AVE, MILDURA. 3500.
PHONE. 050 236239.

SURVEYORS REF
4673E

CERTIFICATE OF MUNICIPAL CLERK

MUNICIPALITY CITY OF MILDURA COUNCIL REF

CERTIFICATE A
THIS PLAN ACCORDS WITH A PLAN
- SEALED BY THE COUNCIL UNDER SECTION 569B OF THE LOCAL GOVERNMENT ACT 1958 ON
- ~~CONFIRMED BY THE PLANNING APPEALS BOARD ON~~
- AND A REQUIREMENT/NO REQUIREMENT PURSUANT TO SECTION 569E OF THE LOCAL GOVERNMENT ACT 1958 HAS BEEN MADE

DATE MUNICIPAL CLERK

CERTIFICATE B
THIS PLAN ACCORDS WITH A PLAN EXEMPTED FROM SUBDIVISION (3) OF DIVISION (9) OF PART XIX OF THE LOCAL GOVERNMENT ACT 1958 BY
- THE COUNCIL ON
- THE PLANNING APPEALS BOARD ON

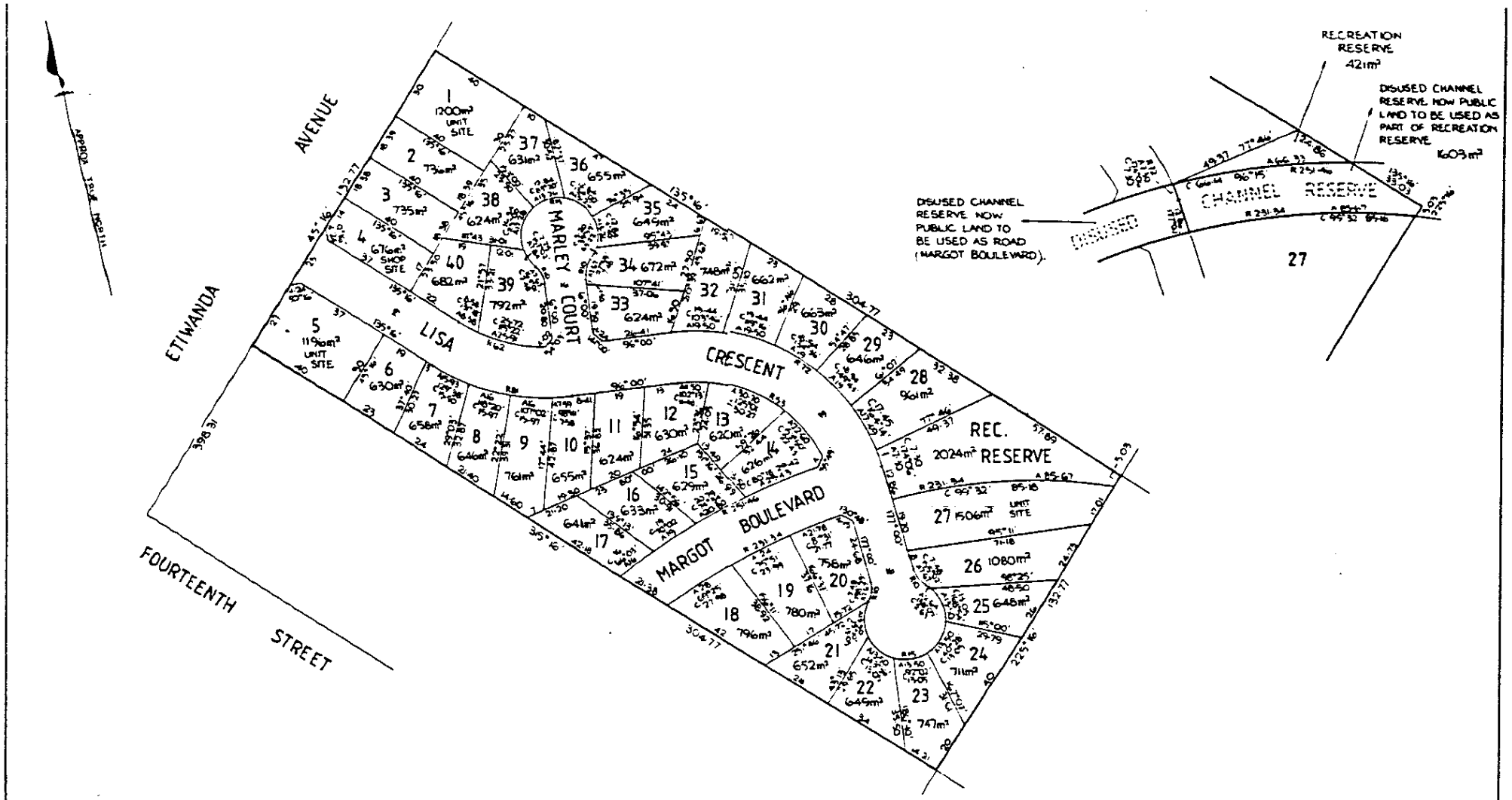
DATE MUNICIPAL CLERK

OFFICE USE ONLY

PLAN APPROVED
AT
ON

(ASSISTANT) REGISTRAR OF TITLES

ONLY CERTIFICATE A OR CERTIFICATE B TO BE COMPLETED
● DELETE WORDS NOT APPLICABLE



NOTES

STAGE 1 : LOTS 1 TO 5 (5 LOTS).
STAGE 2 : LOTS 6 TO 12 & 32 TO 40 (16 LOTS).
STAGE 3 : LOTS 13 TO 31 (19 LOTS).

UNIT SITES ARE, LOT 1 , LOT 5 & LOT 27

SHOP SITE , LOT 4.

RECREATION RESERVE OF 2024m² IS 5% OF SITE AREA.

MARGOT BOULEVARD FOLLOWS DISUSED CHANNEL RESERVE WITH THE BALANCE OF THE DISUSED RESERVE BEING PART OF RECREATION RESERVE, (PUBLIC LAND).

PROPOSED PLAN OF DEVELOPMENT

"LISMAR ESTATE"
BONITAS ANNA NOMINEES P/L.

TOMKINSON & ASSOCIATES
SURVEYORS - ENGINEERS - DEVELOPMENT AND PLANNING CONSULTANTS

Venue Office at SUNBURY - ECHUCA - SWAN HILL - HEATHCOTE

COUNTY KARKAROOC
PARISH MILDURA
BLOCK F, SECTION 29, LOT 7 ON L.P. 2272
& DISUSED CHANNEL RESERVE.

MUNICIPALITY	SCALE	SURVEYORS REF:
CITY OF MILDURA	1:1000	4673

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DATED 13TH DAY OF APRIL 1989

THE CITY OF MILDURA

of the first part

- and -

BONITAS ANNA NOMINEES PTY LTD

of the second part

A G R E E M E N T

PURSUANT TO SECTION 173
OF THE PLANNING AND ENVIRONMENT ACT
1987

Mildura City Council
Deakin Avenue
MILDURA 3500

Telephone: (050) 22 2777

WW/JAF/L11/1067/332

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Lodged at the Titles Office by

IRWIN & RICHARDS

Code 1008B

MADE AVAILABLE TO REGISTRY

Titles Office Use Only

REGD P347139S

VICTORIA

TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land (Note 5)

Lot 7 on Plan of Subdivision No. 215928F and being the whole of the land described in Certificate of Title Volume 9883 Folio 724.

STAMP DUTY VICTORIA
U:04C#1 S#1 T#013101 00058684 23/07/93
R#057087 D#44 $405.00

Consideration (Note 6)

$25,225.00

Transferor (Note 7)

BONITAS ANNA NOMINEES PTY. LTD.

Transferee (Note 8)

FRANCESCO TASSONE of 1350 Etiwanda Avenue Mildura

Estate and Interest (Note 9)

All its estate and interest in the fee simple.

Directing Party (Note 10)

Creation (or Reservation) of Easement and/or Covenant (Notes 11-12)

"See Overleaf"

Comptroller of Stamps Use Only

CODE: 14
DUTY: $ 405
STATUS: V
TYPE:
VALUE: $ 25225
ASSESSOR:

Office Use Only

T2

OFFICE OF TITLES VICTORIA

A memorandum of the within instrument has been entered in the Register Book.

OFFICE OF TITLES H.J.S. VICTORIA

Approval No. T2/1

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"and the said Purchasers with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every lot on the said Plan of Subdivision other than the lot hereby transferred and the burden of this covenant shall be annexed to and run at law and in equity with the said land hereby transferred BOTH HEREBY for themselves, their heirs, executors administrators and transferees covenant with the said BONITAS ANNA NOMINEES PTY. LTD. their permitted assigns and successors and transferees, registered proprietor or proprietors for the time being of so much of the land as constitutes the allotments on the said Plan of Subdivision other than the lot hereby transferred that they the said Purchasers their heirs executors and administrators and transferees will not:

(a) Erect or allow to be erected on the land hereby transferred any building other than a building of which the outer wall shall be of brick or brick veneer construction.

(b) Will not allow the construction of or adaptation to flats as defined in the Mildura City Planning Scheme for a period of (10) ten years from the date of approval of the said Plan of Subdivision by the Titles Office.

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Date 24th July, 1989 (Note 13)

Execution and Attestation (Note 14)

THE COMMON SEAL OF BONITAS ANNA NOMINEES PTY. LTD. was hereunto affixed in the presence of:)

BONITAS ANNA NOMINEES PTY. LTD. THE COMMON SEAL OF

.....DIRECTOR

.....SECRETARY

SIGNED by the Transferee in the presence:)

K. Mathiasso.

Frank Sessone.

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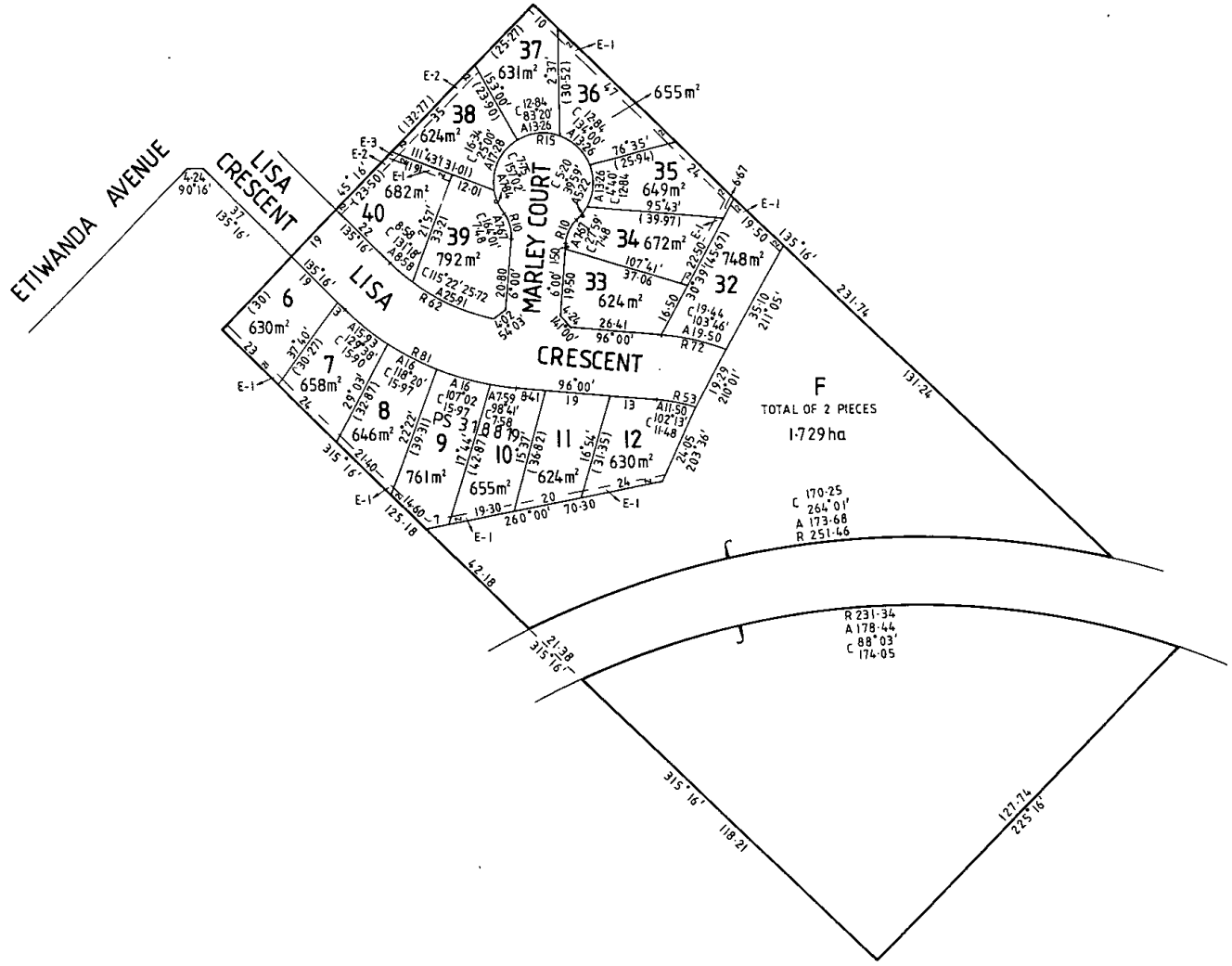
OFFICE USE ONLY

LP 215928F

EDITION 3

ENCUMBRANCES

THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 254012 AFFECTS THE LAND IN THIS PLAN



NOTATIONS

LAND SUBJECT TO EASEMENT
NIL

LAND APPROPRIATED OR SET APART
E-1 - SEWERAGE
E-2 - DRAINAGE
E-3 - SEWERAGE & DRAINAGE

ROAD WITHIN THE CONTINUOUS THICK LINES FOR WAY, DRAINAGE, SEWERAGE AND SUPPLY OF WATER, ELECTRICITY & TELEPHONE.

OTHER NOTATIONS - LOTS A B C D E & LOTS 1 TO 5 (BOTH INCLUSIVE) AND LOTS 13 TO 31 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.
TANGENT POINTS ARE SHOWN THUS —+—

TO BE COMPLETED WHERE APPLICABLE
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NOS:
IN PROCLAIMED SURVEY AREA NO.

THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED BY THICK LINES
TITLE REF: VOL. 9869 FOL. 059
LAST PLAN REF: L.P. 215150X LOT E

CERTIFICATION BY SURVEYOR

I, PAUL THOMAS TOMKINSON of 140 MADDEN AVENUE, MILDURA. 3500. certify that this plan has been prepared from a survey made under my immediate direction and supervision, in accordance with the *Surveyors Act 1978* and completed on 21 st DECEMBER 1988, and that this plan is accurate and correctly represents the adopted boundaries and the classification of the survey is C 3
Date: 21 st FEBRUARY 1989

Licensed Surveyor,
Surveyors Act 1978

AMENDMENTS

TOMKINSON & ASSOCIATES
140 MADDEN AVE, MILDURA. 3500.
PHONE. 050 236239.

SURVEYORS REF. 4673 F

CERTIFICATE OF MUNICIPAL CLERK

MUNICIPALITY CITY OF MILDURA COUNCIL REF.

LIST OF MODIFICATIONS

LAND	MODIFICATION	DEALING No.	A.R.T.	new EDN.
LOTS 9 & 10	SUBDIVISION	PS 318819		2
THIS PLAN	RESERVATION AND CONDITION ADDED			3

OFFICE USE ONLY

PLAN APPROVED
15-6-89

(ASSISTANT) REGISTRAR OF TITLES

PLAN OF SUBDIVISION

COUNTY KARKAROOC
PARISH MILDURA
CROWN PORTION ONE (PART)

CHART 10

NUMBER OF SHEETS IN PLAN : 1
NUMBER OF THIS SHEET : 1

SCALE
10 0 10 20 30 40 50 60
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:1000 | SHEET SIZE A2

OFFICE USE ONLY
LP 215928F
VICTORIA

ONLY CERTIFICATE A OR CERTIFICATE B TO BE COMPLETED
* DELETE WORDS NOT APPLICABLE

PROPERTY REPORT

Energy, Environment and Climate Action

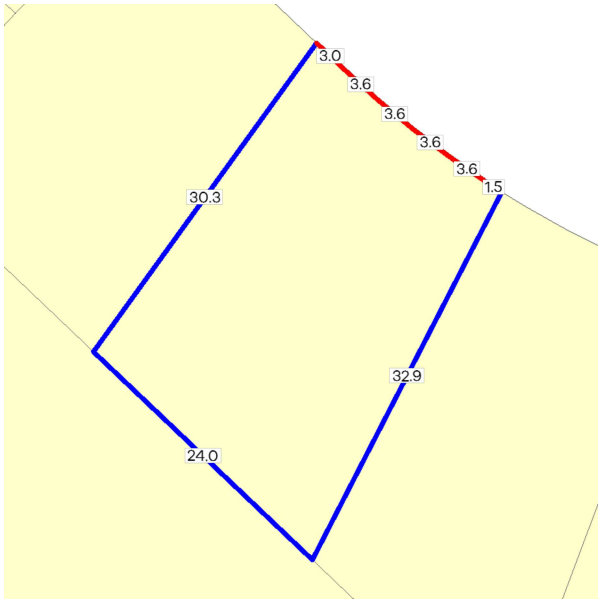
From www.land.vic.gov.au at 12 June 2024 10:25 AM

PROPERTY DETAILS

Address:	**23 LISA COURT MILDURA 3500**
Lot and Plan Number:	**Lot 7 LP215928**
Standard Parcel Identifier (SPI):	**7\LP215928**
Local Government Area (Council):	**MILDURA** www.mildura.vic.gov.au
Council Property Number:	**9591**
Directory Reference:	**Vicroads 535 P9**

SITE DIMENSIONS

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



Area: 659 sq. m
Perimeter: 106 m
For this property:
— Site boundaries
— Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

Rural Water Corporation:	**Lower Murray Water**
Urban Water Corporation:	**Lower Murray Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**MILDURA**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Area Map

Selected Property

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 12 June 2024 10:25 AM

PROPERTY DETAILS

Address:	**23 LISA COURT MILDURA 3500**	
Lot and Plan Number:	**Lot 7 LP215928**	
Standard Parcel Identifier (SPI):	**7\LP215928**	
Local Government Area (Council):	**MILDURA**	www.mildura.vic.gov.au
Council Property Number:	**9591**	
Planning Scheme:	**Mildura**	Planning Scheme - Mildura
Directory Reference:	**Vicroads 535 P9**	

UTILITIES

Rural Water Corporation:	**Lower Murray Water**
Urban Water Corporation:	**Lower Murray Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**MILDURA**

OTHER

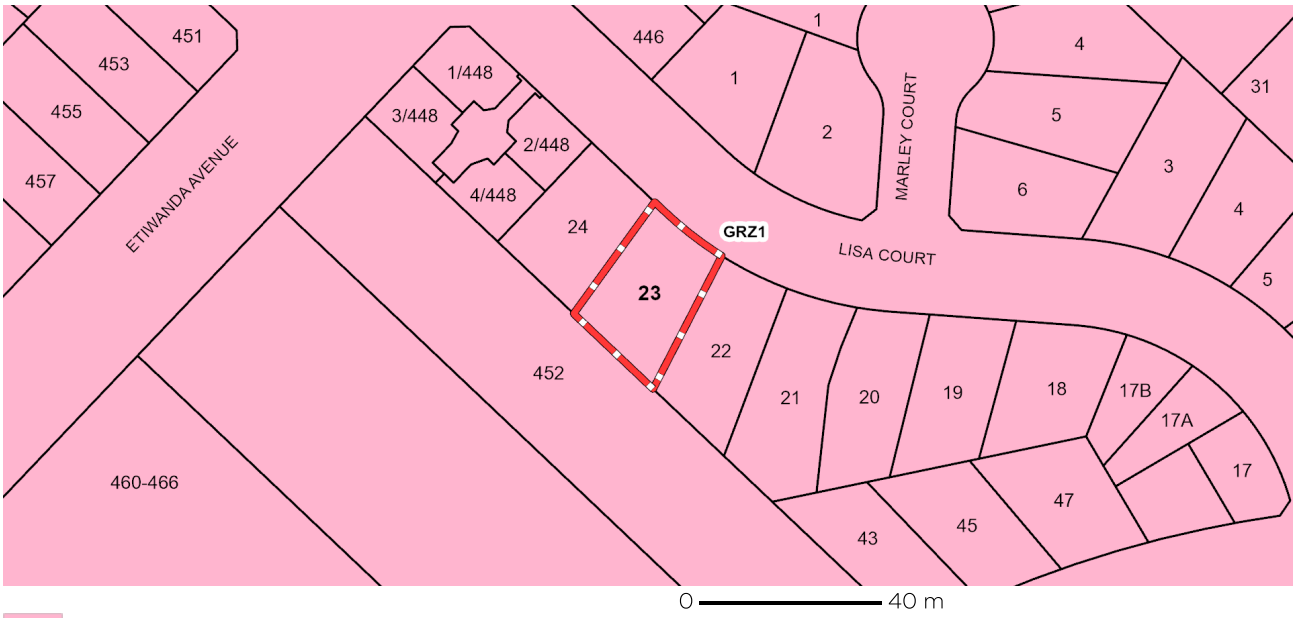
Registered Aboriginal Party:	**First People of the Millewa-Mallee**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

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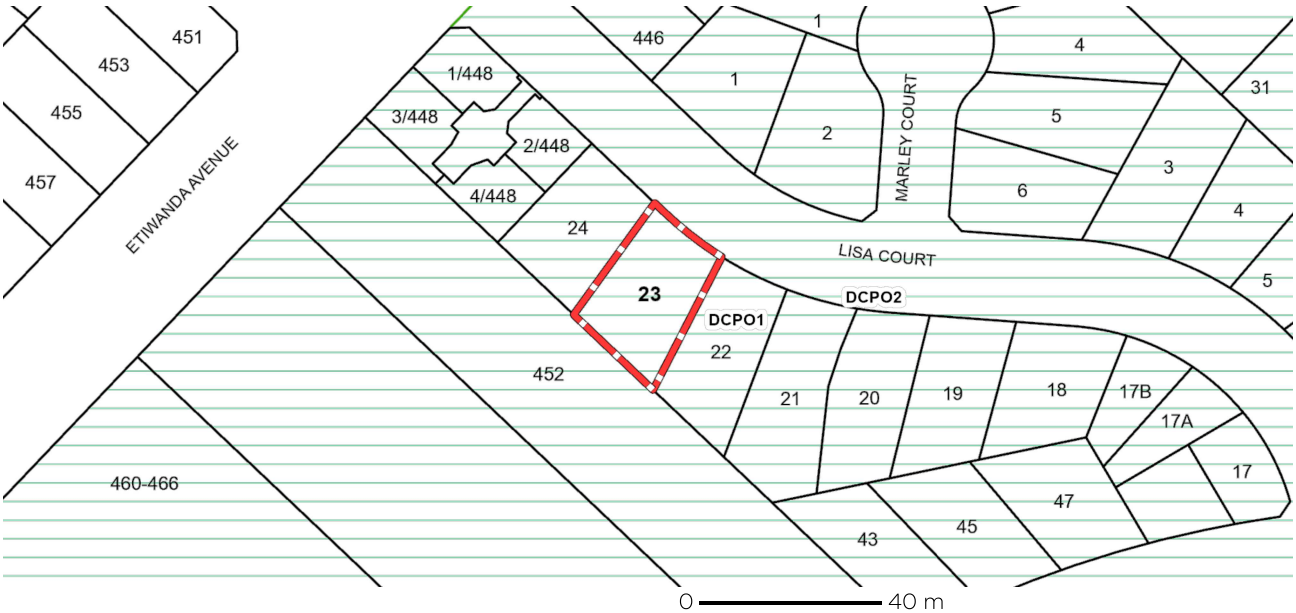
PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

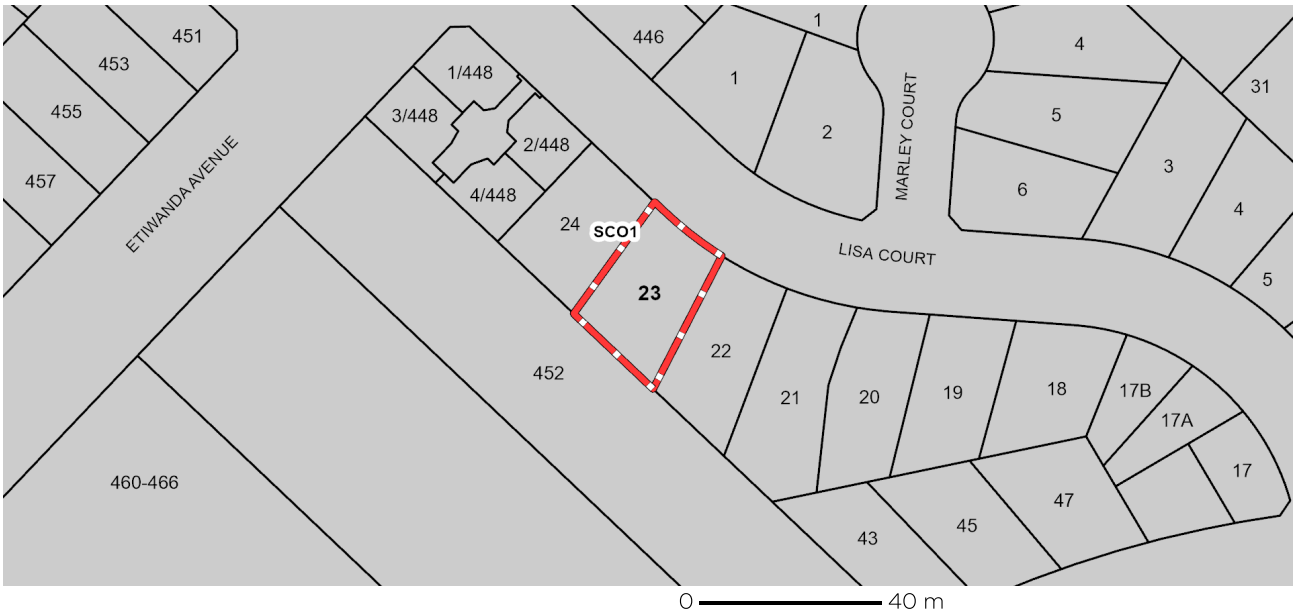


DCPO - Development Contributions Plan Overlay

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

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO1 SCHEDULE (SCO1)



SCO - Specific Controls Overlay

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

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PLANNING PROPERTY REPORT

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)

SALINITY MANAGEMENT OVERLAY (SMO)

DPO - Development Plan Overlay **SMO - Salinity Management Overlay**

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

Further Planning Information

Planning scheme data last updated on 29 May 2024.

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

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Designated Bushfire Prone Areas

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

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

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

Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

Native plants that are indigenous to 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 this 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)

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Mildura Rural City Council

Land Information Certificate

Date of certificate: 11 June 2024

SECTION 229 LOCAL GOVERNMENT ACT 1989
Certificate No: 31703
Assessment No: 9591
Your Reference: 73109870-016-8

Applicant Details

Landata
DX 250639
EAST MELBOURNE VIC 3002

Property Address: 23 Lisa Court MILDURA
Description: Lot: 7 Sec: 29 Blk: F LP: 215928F
Area: 658.0000 Square Metres

Capital Improved Value	$334,000
Site Value	$121,000
Net Annual Value	$16,700
Base Date:	01/01/2023

RATES, CHARGES AND OTHER MONIES: FOR THE 2023-2024 FINANCIAL YEAR
(Current rates and charges are payable in one lump sum by 15 February or by quarterly instalments due (1st) 30 September, (2nd) 30 November, (3rd) 28 February and (4th) 31 May of this financial year.)

Residential Rate	$1,558.31
Waste Management	$477.15
Residential Fire Levy (Fixed)	$125.00
Residential Fire Levy (Variable)	$15.36
Rate Arrears to 30/06/2023:	$530.00
Interest to 18/06/2024:	$27.36
Other Monies:	$0.00
Less Rebates:	$0.00
Less Payments:	-$1,626.52
Total Rates & Charges Due:	**$1,106.66**
Additional Monies Owed:	
Debtor Balance Owing:	
Total Rates & Charges & Additional Monies Owed:	**$1,106.66**

Pay via BPay Biller Code: 93922 Reference Number: 95919

Certificate Updates

Certificates are valid for 90 days from the original date of issue.
Updates may be requested by the original applicant only.
All update requests must be submitted via the following email address:
helpdesk-revenue@mildura.vic.gov.au

Notice of Acquisition

All Notice of Acquisition documents must be submitted via the following email address:
mrcc@mildura.vic.gov.au

Mildura Rural City Council

Land Information Certificate

Date of certificate: 11 June 2024

SECTION 229 LOCAL GOVERNMENT ACT 1989
Certificate No: 31703
Assessment No: 9591
Your Reference: 73109870-016-8

Property Address: 23 Lisa Court MILDURA 3500
Description: Lot: 7 Sec: 29 Blk: F LP: 215928F

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

There are no monies owed for works under the **Local Government Act 1958** or earlier act.

There are no monies owed under Section 94(5) of the **Electricity Industry Act 2000**.

There is no potential liability for rates under the **Cultural and Recreational Lands Act 1963**.

There is not any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the **Subdivision Act 1988** or the **Local Government Act 1958**.

There are not any notices or orders on the land that have been served by Council under the **Local Government Act 1958**, **Local Government Act 1989**, any other Act or regulation, or under a local law of the Council, which have a continuing application as at the date of this certificate.

There is not a potential liability for the land to become rateable under Section 173 or 174A of the **Local Government Act 1989** unless stated in 'Please Note'.

There is no money owed under Section 227 of the **Local Government Act 1989**.

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

PLEASE NOTE: Interest on outstanding amount has been raised to 18/06/2024. Please apply for an update if settlement occurs after this date.

I hereby certify that the information given in this certificate is a true and correct disclosure of rates and other monies payable to the Mildura Rural City Council as at the above date, together with any notices served pursuant to the Local Government Act, Local Law or any other Act.

……David Clohesy…….. **DELEGATED OFFICER**

Mildura Rural City Council
PO Box 105 Mildura Vic 3502
DX 50014 Mildura
Telephone: (03) 5018 8100

URBAN SUPPLY INFORMATION STATEMENT

LOWER MURRAY WATER

Statement No: IS24/95532
Page: 1 of 2
Our Ref: 11112
Issue Date:13/06/2024
Your Ref:73156205-034-8

LANDATA
DX 250639
EAST MELBOURNE

Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2024.

Owner Name(s) MR MW SCOTT & MRS MJ SCOTT

Situate: 23 LISA COURT MILDURA VIC 3500
Description: Lot 7 LP 215928F Blk F Sec 29 Vol 9883 Fol 724

Lower Murray Water hereby states that the above described property has the following Tariffs and Charges raised on the Property and the amounts are due and payable to Lower Murray Water.

NOTE: ALL ARREARS SHOWING ON THIS STATEMENT MUST BE PAID IN FULL ON SETTLEMENT.
NOTE: THIS STATEMENT IS VALID FOR A PERIOD OF THIRTY DAYS FROM DATE OF ISSUE OR UNTIL THE END OF THE CURRENT PERIOD AS STATED BELOW

TARIFFS AND CHARGES

TARIFFS & CHARGES LEVIED for period:	1/04/2024 to 30/06/2024	
Sewerage Service Tariff		136.96
Special Read Fee Charge		52.80
Water Service Tariff		58.01
Water by Measure to 13/6/2024		0.50
Receipts, Concessions & Rebates		(247.77)
Balance Due		$0.50

PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Water Supply:	Potable Water
Sewer Supply:	Reticulated Sewer System

Last Billed Water Consumption Details

Period Of Usage: 14/3/2024 to 13/6/2024 (91 Days)
1 kl @ $0.50380 Step1 Rate = $0.50

Water Meter Details

Serial No.	Size	Date Read	Reading
24W001204	20	13/6/2024	2

Other Information:
Corporation sewer main located inside property boundary:-
It should be noted that in most instances the integrity of the Corporations sewer mains are protected by way of sewer easements. A Sewer easement can be in the form of a registered easement as depicted on the property title or alternatively as an implied easement as prescribed under section 148 of the Water Act 1989. The Corporation has policies in place which prohibits the placement of buildings and or structures over sewer easements.
If you wish to make the settlement payment for this property via BPay please use the following information: **Biller Code 78477 Payment Reference Number 700111123.**
This Statement was issued from the Mildura Office

Signed:

katie duffin

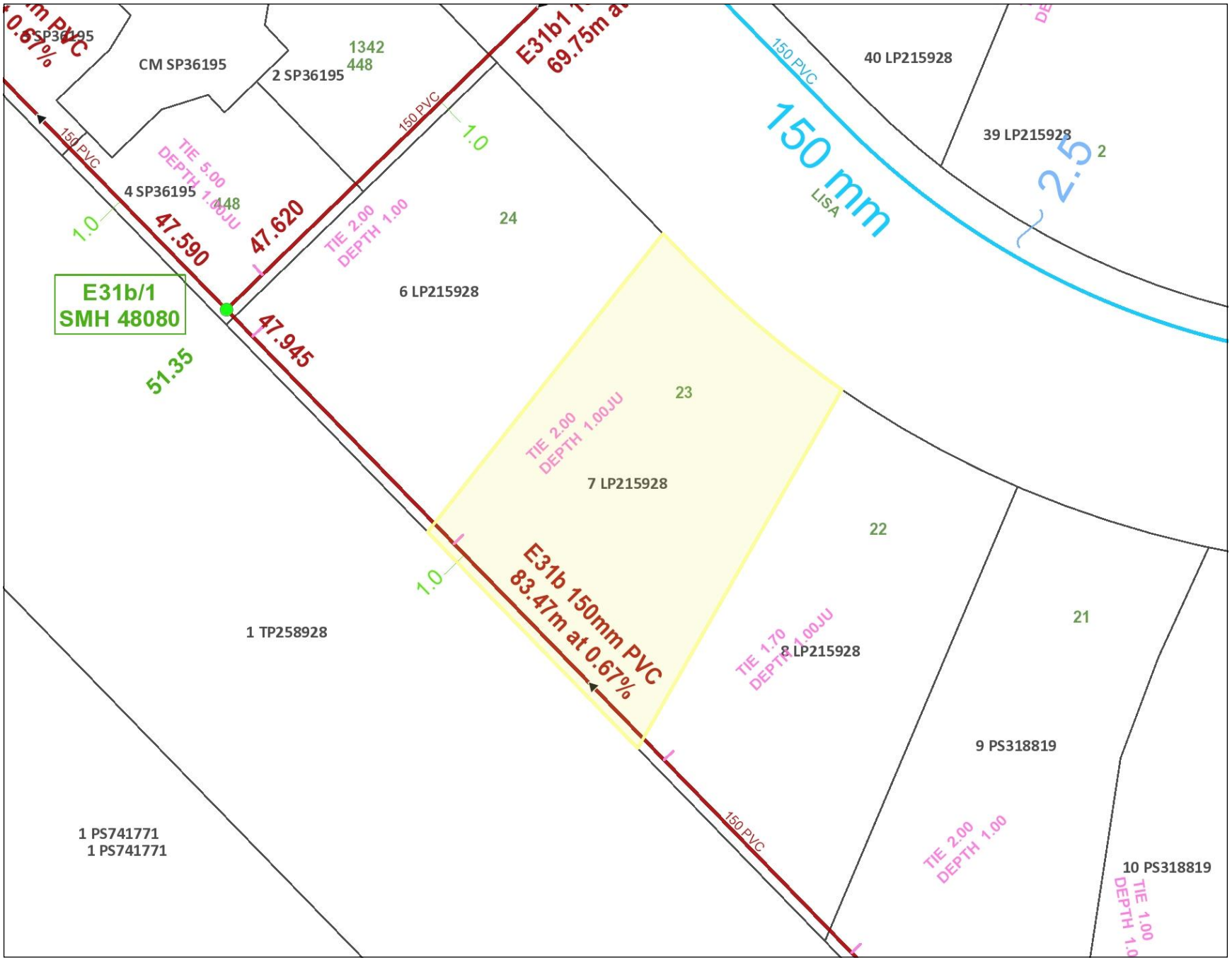
On behalf of:
LOWER MURRAY URBAN & RURAL WATER CORPORATION

PLEASE NOTE:
Legislative changes in Plumbing Regulations are such that Lower Murray Water is unable to ensure that internal plumbing services are complete. A physical inspection by a Registered/Licensed Plumber is advised.

Property owners of the relevant land are responsible for the operation and maintenance of all internal private services including all drains and service pipes up to the connection point of the Corporation's main.

DISCLAIMER:
Information as to the location of services provided in that statement in accordance with Section 158(3) of the Water Act 1989, relate only to services owned by the Corporation which are located within or adjacent to the property. The Corporation does not accept responsibility for information it attempts to provide to assist in relation to the location of private services within the property, this information provided under Section 158(4) of the Water Act 1989, and should not be relied upon without further physical inspection.

Map Title



Legend

Urban Water
- Pipeline
- Retired Pipeline

Urban Sewer
- Gravity Pipeline
- Pressure Main Pipeline
- Rising Main Pipeline
- Retired Gravity Pipeline
- Retired Pressure Main Pipeline
- Retired Rising Main Pipeline

Rural Irrigation
- Channel
- Pipeline
- Retired Channel
- Retired Pipeline

Rural Drainage
- Channel
- Gravity Pipeline
- Rising Main
- Retired Channel
- Retired Pipeline

0 8.07 16.1

Meters

1: 424

Printed: 12/06/2024

GDA2020_MGA_Zone_54

© Lower Murray Urban and Rural Water Corporation

Notes/Comments

LMW DISCLAIMER:The accuracy and completeness shown on this plan is not guaranteed and therefore shall be used as a guide only. The user is responsible to prove locations and depths in the field.This information is only to be used for the initial project and shall not be passed onto a third party.Note:For further assistance please contact LMW.

LOWER MURRAY WATER

Property Clearance Certificate

Land Tax

INFOTRACK / GENUINE CONVEYANCING

Your Reference:	24/0684
Certificate No:	78323898
Issue Date:	07 JUN 2024
Enquiries:	ESYSPROD

Land Address: 23 LISA COURT MILDURA VIC 3500

Land Id	Lot	Plan	Volume	Folio	Tax Payable
21657254	7	215928	9883	724	$692.35

Vendor: MICHAEL SCOTT & MELANIE SCOTT

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR MICHAEL WILLIAM SCOTT	2024	$121,000	$692.35	$0.00	$692.35

Comments: Land Tax will be payable but is not yet due - please see notes 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 IMPROVED VALUE:	$334,000
SITE VALUE:	$121,000
CURRENT LAND TAX CHARGE:	**$692.35**

Notes to Certificate - Land Tax

Certificate No: 78323898

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $121,000

Calculated as $975 plus ($121,000 - $100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 78323898

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: 78323898

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / GENUINE CONVEYANCING

Your Reference:	24/0684
Certificate No:	78323898
Issue Date:	07 JUN 2024

Land Address:	23 LISA COURT MILDURA VIC 3500

Lot	Plan	Volume	Folio
7	215928	9883	724

Vendor:	MICHAEL SCOTT & MELANIE SCOTT
Purchaser:	FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 78323898

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 78323896

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: 78323896

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1038475

APPLICANT'S NAME & ADDRESS

GENUINE CONVEYANCING C/- TRICONVEY2 (RESELLER) C/- LANDATA

DOCKLANDS

VENDOR

SCOTT, MELANIE JOY

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

428265

This certificate is issued for:

LOT 7 PLAN LP215928 ALSO KNOWN AS 23 LISA COURT MILDURA
MILDURA RURAL CITY

The land is covered by the:

MILDURA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a SPECIFIC CONTROLS OVERLAY - SCHEDULE 1
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

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

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

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

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

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

07 June 2024

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

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

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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

VICTORIA State Government

Extract of EPA Priority Site Register

EPA VICTORIA

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 23 LISA COURT
SUBURB: MILDURA
MUNICIPALITY: MILDURA
MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 3 Reference D5

DATE OF SEARCH: 7th June 2024

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is located at, or in the vicinity of, the following sites listed on the Priority Sites Register at the above date.

LIST OF SITES:

2090 FIFTEENTH STREET Irymple	Current Service Station. Requires assessment and/or clean up. Notice Number: EAN-00003492
LOTS 1-3 AND LOTS 10-14 211 ETIWANDA AVENUE Mildura	Former Landfill. Requires ongoing management. Notice Number: IMPN-00002782

If the subject property is NOT in this list, then as of the above date, it is not listed on the Priority Sites Register.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970

- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970

- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017

- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017

- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017

- Prohibition Notices (related to land and groundwater) pursuant to Section 272

[Extract of Priority Sites Register] # 73109870 - 73109870093922 '428265'

Extract of EPA Priority Site Register

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

of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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