

**CONTRACT OF SALE OF REAL ESTATE**

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



**Property Address:** 22A STENSON ROAD, KEALBA VIC 3021

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 (as set out in Form 2 of the **Estate Agents (Contracts) Regulations 2008**);

**IMPORTANT NOTICE TO PURCHASERS****Cooling-off period (Section 31 Sale of Land Act 1962)**

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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'**

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

**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** that is 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 ...../...../2022

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

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

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

**SIGNED BY THE VENDOR**

..... on ...../...../2022

Print name of person signing Natalie Edna Matkovic and Hrvoje Matkovic

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

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

**PARTICULARS OF SALE****VENDOR'S ESTATE AGENT**  
White Knight Real EstateTel:  
Ref:Fax:  
Email: fcarreon@whiteknightestateagents.com.au**VENDOR****Natalie Edna Matkovic and Hrvoje Matkovic**  
of:**VENDOR'S CONVEYANCER  
OR LEGAL PRACTITIONER****RIGHT CHOICE CONVEYANCING**  
of PO Box 249, Chelsea VIC 3196  
Tel: 03 9772 8000 Fax: 03 9772 3088  
Ref: Lei Huang Email: lei@rightchoice.com.au**PURCHASER**

of:

**PURCHASER'S CONVEYANCER  
OR LEGAL PRACTITIONER**of:  
Tel:  
Ref:Fax:  
Email:**PROPERTY ADDRESS**

The address of the property is 22A Stenson Road, Kealba

**LAND** (General Conditions 3 & 9)The land is –  
Described in the table below -

Certificate of Title reference				being lot	on plan
Volume	11420	Folio	925	1	708515

**GOODS SOLD WITH THE LAND**

(General Condition 2.3(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 / /	(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, in which case settlement is due on the later of :

The above date; or

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

### **LEASE**

(General Condition 1.1)

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

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

### **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:

# Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

Property Address: 22A Stenson Road, Kealba VIC 3021

Lot: 1 Plan of subdivision: 708515

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 19 May 2022

Signed by and/or on behalf of the Vendor/s: *Right Choice Conveyancing*

## Special Conditions

### Special Condition 1 – Electronic Conveyancing

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

EC
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- 1.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 1.3 Each party must:
  - (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
  - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
  - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 1.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 1.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 1.6 Settlement occurs when the workspace records that:
  - (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
  - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 1.7 The parties must do everything reasonably necessary to effect settlement:
  - (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –  
if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 1.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 1.9 The vendor must before settlement:
  - (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
  - (d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.

**2. Public Auction:**

If the property is offered for sale by public auction, it is done so subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

**3. General condition 12.4 is added**

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title.

**4. Statement of Adjustments**

In this Special Condition and unless the Contract otherwise requires, 'Statement of Adjustments' means a statement prepared by the purchaser customarily used in good conveyancing practice in the State of Victoria.

- (a) The purchaser must prepare a Statement covering all adjustable outgoings as referred to in General Condition 15. The Statement of Adjustments must be delivered to the Vendor's conveyancer not less than four business days before the settlement date and be free from any manifest errors.
- (b) If the Purchaser does not deliver the Statement of Adjustments in accordance with this Special Condition:
  - i. the Vendor will not be obliged to settle until four business days after receiving the Statement of Adjustments; and
  - ii. the Purchaser must, at settlement, pay interest under General Condition 26 from the date on which settlement was due under this contract until the date on which settlement takes place.
- (c) The purchaser must provide a copy of all certificates purchased by them or their conveyancing representative to support any deduction from the vendor's monies due at settlement for payment of outgoings. Such certificates must have been obtained by the Purchaser directly from the authority to which the Purchaser purports the debt is owed. In the event copies of certificates are not provided as required by this Special Condition the Purchaser will not be permitted to claim any deduction from vendor's funds at settlement.
- (d) Notwithstanding General Condition 17, the only acceptable method of delivering the Statement of Adjustments is via email.

5. In the event of any inconsistency between the Special Conditions and the General Conditions then, except in the case of patent error, the Special Conditions shall prevail and take priority.

6. General Condition 11.6 (cheques) shall be amended by substituting the word 'five' for the word 'three'.

7. Special Conditions 7 & 8 will only apply if the box corresponding box is ticked.

**7. ☐ Contract Subject to Building Inspection**

This Contract is subject to and conditional upon the purchaser obtaining a building inspection report within 7 days from the day of Sale. In the event the building inspection report reveals a Major Structural Defect the Purchaser may end the Contract by a notice in writing together with a copy of the report to the Vendor, Vendors Agent or the Vendors Representative that he/she is ending the Contract of Sale as a result of the building inspection report. If the Contract is ended by the Purchaser pursuant to this condition all monies paid by the Purchaser will be refunded to the Purchaser immediately.

**8. ☐ Contract Subject to Pest Inspection**

This Contract is subject to and conditional upon the purchaser obtaining a pest inspection report within 7 days from the day of Sale. If the report reveals evidence of a major pest infestation the Purchaser may end the Contract by a notice in writing together with a copy of the report to the Vendor, Vendors Agent or the Vendors Representative that he/she is ending the Contract of Sale as a result of the pest inspection report. If the Contract is ended by the Purchaser pursuant to this condition all monies paid by the Purchaser will be refunded to the Purchaser immediately.

9. General Condition 17.1(a) shall be amended by substituting 'on the next business day' with 'six business days unless proved otherwise'.

**10. Foreign Acquisitions and Takeovers Act 1975 (Commonwealth)**

The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) do not require the Purchaser to obtain consent to enter this Contract and that if there is a breach of the warranty contained in this Special Condition (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. This warranty and indemnity do not merge on completion of this Contract.

**11. Conditions and Warranties**

The Purchaser acknowledges that there are no conditions, warranties or other terms affecting the sale of the Property other than those embodied in this Contract and the Purchaser shall not be entitled to rely upon any representations or statements made by the Vendor or its agent or the auctioneer unless the same are expressly included as written conditions of this Contract of Sale.

**12. Deposit**

If the Purchaser does not pay the Deposit by the date specified in the Particulars of Sale, then without prejudice to the Vendor's other rights and remedies, the Vendor may at any time after the date fixed for payment of the Deposit and before the Purchaser has remedied its default, end this Contract by notice to the Purchaser.

13. The Vendor advises and the Purchaser acknowledges that:

- (a) the terms of this Contract are negotiable; and
- (b) the Purchaser should review this Contract and raise any issues of concern with the Vendor prior to signing.

14. If any part of this Contract is deemed to be an unfair term and or void for the purpose of the Australian Consumer Law, then that part will be severed from this Contract and all parts which are not deemed to be an unfair term and or void for the purpose of the legislation remain in effect.

**15. Due Diligence Checklist**

The Purchaser acknowledges being given a Due Diligence Checklist pursuant to S33 of the Sale of Land Act before the Purchaser signed the Contract.

16. The Property is sold on the basis of existing improvements and the Purchaser shall not make any requisition or claim any compensation for any deficiency or defect in such improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any such improvements.

17. If a notice is received on a day that is not a business day or after 5.00 pm on a business day, the notice will be considered to have been received by the recipient at 9.00 am on the next Business Day.

**18. Foreign resident capital gains withholding**

- (a) Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- (b) Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- (c) This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- (d) The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by

non-monetary consideration.

- (e) 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
  - (f) The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
    - 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 representative in accordance with this special condition if the sale of the property settles;
    - ii. promptly provide the vendor with proof of payment; and
    - iii. otherwise comply, or ensure compliance with, this special condition; despite:
    - iv. any contrary instructions, other than from both the purchaser and the vendor; and
    - v. any other provision in this contract to the contrary.
  - (g) The representative is taken to have complied with the obligations in special condition 6.6 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.
  - (h) Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
  - (i) The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
  - (j) The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
- 19.** If the Purchaser is unrepresented and is acting for themselves, the Purchaser covenants with the Vendor that they shall no less than fourteen (14) days prior to the date of settlement provide to the Vendor confirmation that they have satisfied the VOI requirements as set out in the Transfer of Land Act 1958 (the "Act") and further that they will provide to the Vendor a valid copy of the Purchaser's identity Agent Certification in accordance with the provisions of the Act.

In Consideration of the Vendor entering into this Contract of Sale the Purchaser if unrepresented hereby indemnifies the Vendor on a full indemnity basis in respect of any loss, damage, penalty or other financial detriment that the Vendor may suffer as a result of the Purchasers breach of this Special Condition.

**20.** General Condition 25 is deleted.

**21. Solar Panels**

The vendor makes no representation or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

**22. Swimming Pool / Spa**

In the event the property includes a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with Building Regulation 2018. The Purchaser further acknowledges and agrees that it has made its own enquiries in



relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this Contract in the event the swimming pool/spa does not comply with current building regulations, nor will the Purchaser require the vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any non-compliance.

**23. Resettlement Fee**

Should the purchaser require any amendments to the settlement date, they will reimburse the Vendors representative at a fee of \$150.00 plus GST at settlement.

**24. COVID-19 (Coronavirus disease)**

The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, 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 period of quarantine or self isolation, as soon as practicably possible. If settlement is delayed 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.

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

- (a) Contract the Covid-19 virus;
- (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) to (c) above –

Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- (iii) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
- (v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

## **SCHEDULES**

### **SCHEDULE 1**

Regulations 5, 6 and 7

#### **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

- \*1. No bids may be made on behalf of the vendor of the land.  
OR
  - \*1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.  
[\*One of these alternatives must be deleted]
  - 2. The auctioneer may refuse any bid.
  - 3. The auctioneer may determine the amount by which the bidding is to be advanced.
  - 4. The auctioneer may withdraw the property from sale at any time.
  - 5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
  - 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
  - 7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
  - 8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
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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 a 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 Security 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 purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized 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 reasonable 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 do 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 S27 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 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 a going concern and the supply 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 authorized for service on or by a legal practitioner.
  - (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.

## GUARANTEE and INDEMNITY

I/We, ..... of .....

and ..... of .....

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

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

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said	)	
	)	
Print Name.....	)	.....
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

SIGNED SEALED AND DELIVERED by the said	)	
	)	
Print Name.....	)	.....
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

# Due Diligence Checklist

## What you need to know before buying a residential property



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

**VENDORS:**

Natalie Edna Matkovic and Hrvoje Matkovic

**PROPERTY:**

22A Stenson Road, Kealba VIC 3021

**CONTRACT OF SALE**

**VENDORS' REPRESENTATIVE**

**Right Choice Conveyancing**

info@rightchoice.com.au

03 9772 8000

Chelsea | Heidelberg | Sunshine





# 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	22A STENSON ROAD, KEALBA VIC 3021
------	-----------------------------------

Vendor's name	Natalie Edna Matkovic	Date
Vendor's signature		19/05/2022
Vendor's name	Hrvoje Matkovic	Date
Vendor's signature		19/05/22

Purchaser's name	Date
Purchaser's signature	/ /
Purchaser's name	Date
Purchaser's signature	/ /

## 1. FINANCIAL MATTERS

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

(a) ☐ Their total does not exceed:

\$

OR

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

OR

(c) ☐ Their amounts are:

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

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

\$

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

\$ To

Other particulars (including dates and times of payments):

### 1.3 Terms Contract

This section 1.3 only applies if this 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.

☐ Attached is an 'Additional Vendor Statement'

### 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.

☐ Attached is an 'Additional Vendor Statement'

## 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.

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

OR

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

Name of insurance company:

Type of policy:

Policy no:

Expiry date:

Amount insured:

## 2.2 Owner Builder

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

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

OR

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

Name of insurance company:	
Policy no:	Expiry date:

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

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

☒ If applicable, is in the attached copies of title document/s

OR

☐ Is as follows:

--

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

--

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

☒

### 3.4 Planning Scheme

- ☒ Attached is a certificate with the required specified information.

OR

- ☐ The required specified information is as follows:

(a) Name of planning scheme

(b) Name of responsible authority

(c) Zoning of the land

(d) Name of planning overlay




## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

☐ Are contained in the attached certificates and/or statements

OR

☐ Are as follows

### 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:

### 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:

## 5. BUILDING PERMITS

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

5.1 ☒ Not Applicable

OR

5.2 ☐ Certificates attached

OR

5.3 ☐ Are as follows:

## 6. OWNERS CORPORATION

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

6.1 ☒ Not Applicable

OR

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

OR

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

OR

6.4 ☐ The owners corporation is an inactive owners corporation.

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

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

### 7.1 Work-in-Kind Agreement

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

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an 'X' ☐
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an 'X' ☐
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an 'X' ☐

### 7.2 GAIC Recording

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

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an 'X' indicate that such a certificate or notice that is attached:

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

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

### 9.1 ☒ (a) Registered Title

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

OR

### ☐ (b) General Law Title

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

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

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

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

## 10.2 Staged Subdivision

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

- (a) ☐ Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

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

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

## 10.3 Further Plan of Subdivision

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

- (a) ☐ Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- (b) ☐ Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

☐ Are contained in the attached building energy efficiency certificate.

OR

☐ Are as follows:

## 12. DUE DILIGENCE CHECKLIST

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

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

Page 1 of 1

VOLUME 11420 FOLIO 925

Security no : 124097512423P  
Produced 11/05/2022 01:33 PM

### LAND DESCRIPTION

Lot 1 on Plan of Subdivision 708515U.  
PARENT TITLE Volume 10589 Folio 616  
Created by instrument PS708515U 15/05/2013

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
HRVOJE MATKOVIC  
NATALIE EDNA MATKOVIC both of 22A STENSON ROAD KEALBA VIC 3021  
AK862479X 28/01/2014

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK862480P 28/01/2014  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS708515U 15/05/2013

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

### DIAGRAM LOCATION

SEE PS708515U 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: 22A STENSON ROAD KEALBA VIC 3021

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 22/10/2016

DOCUMENT END

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

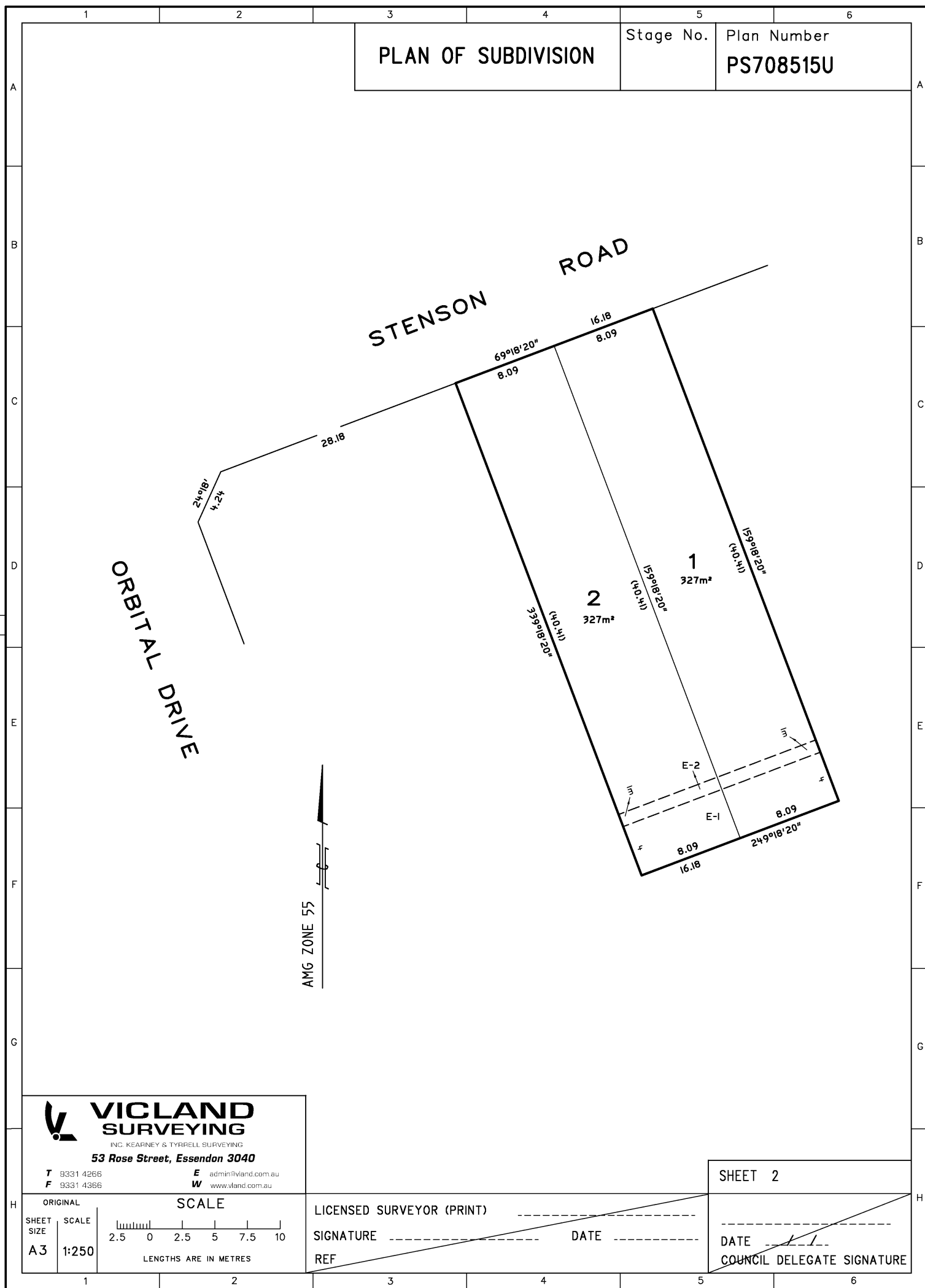
Document Type	<b>Plan</b>
Document Identification	<b>PS708515U</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>11/05/2022 13:34</b>

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<b>PLAN OF SUBDIVISION</b>			Stage No.	LRS use only  EDITION <b>1</b>	<b>PS708515U</b>
<b>Location of Land</b> County: <b>BOURKE</b> Parish: <b>MARIBYRNONG</b> Section: Crown Allotment: <b>7A (PART)</b> Crown Portion:  <b>Title References:</b> Vol. 10589 Fol. 616  <b>Last Plan Reference: LOT 49 ON PS429623V</b> <b>Postal Address: 22 STENSON ROAD,</b> <b>KEALBA, 3021</b>  <b>MGA Co-ordinates: N 5 820 965</b> (Of approx. centre of plan) <b>E 308 555</b> <b>Zone 55</b>			<b>Council Certification and Endorsement</b> Council Name: <b>BRIMBANK</b> Ref:  1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6   /   / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.  <b>Open Space</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage  Council Delegate Council Seal Date   /   /  Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date   /   /		
<b>Vesting of Roads or Reserves</b>					
Identifier	Council/Body/Person				
Nil	Nil				
<b>Notations</b>					
<b>Depth Limitation:</b> 15 metres below the surface			<b>Staging</b> This is not a staged subdivision. Planning Permit No.		
<b>CREATION OF RESTRICTION</b> On registration of this plan of subdivision the following restriction is created: <u>Land to benefit:</u> Lots 1 & 2 on this plan. <u>Land to be burdened:</u> Lots 1 & 2 on this plan.  <b>Description of the restriction:</b> The registered proprietor or proprietors for the time being of lots 1 & 2 on this plan of subdivision shall not: 1. Construct any buildings or works other than in accordance with the endorsed plans attached to planning permit no.P777/2010 issued by the Brimbank City Council or any further planning permit issued by the Council. 2. The restriction expires two (2) years after the issue of a certificate of occupancy.			<b>THIS IS A SPEAR PLAN</b>  <b>Survey:-</b> This plan is not based on survey.  To be completed where applicable.  This survey has been connected to permanent marks no(s).  In proclaimed Survey Area no.		
<b>Easement Information</b>					LRS use only  Statement of Compliance / Exemption Statement  Received <input checked="" type="checkbox"/>  Date <b>14/05/2013</b>
<b>Legend:</b> A - Appurtenant Easement   E - Encumbering Easement   R - Encumbering Easement (Road)					LRS use only  PLAN REGISTERED TIME <b>09:20</b>  DATE <b>15/05/2013</b>  <b>H.L.</b> Assistant Registrar of Titles
<b>SECTION 12(2) APPLIES TO ALL THE LAND IN THIS PLAN.</b>					Sheet   1   of   2   Sheets
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE	4	CROWN GRANT VOL. 10454 FOL. 090	CITY OF BRIMBANK	
E-1	TELECOMMUNICATIONS	4	CROWN GRANT VOL. 10454 FOL. 090	TELSTRA	
E-1	DRAINAGE	4	PS430004T	LOTS ON PS430004T & CITY OF BRIMBANK	
E-1, E-2	SEWERAGE	SEE PLAN	PS430004T	LOTS ON PS430004T & CITY WEST WATER LTD.	
<div style="margin-top: 5px;"> <b>VICLAND SURVEYING</b>  <small>INC. KEARNEY &amp; TYRRELL SURVEYING</small>  <b>53 Rose Street, Essendon 3040</b>  <b>T</b> 9331 4266                   <b>E</b> admin@vland.com.au  <b>F</b> 9331 4366                   <b>W</b> www.vland.com.au                 </div>					LICENSED SURVEYOR (PRINT) <b>JOHN ANDREW PODOLZAK</b>  SIGNATURE <b><u>DIGITALLY SIGNED</u></b> DATE   8/3/2012  REF <b>14931</b> VERSION 1                   ZIP - MB
<div style="margin-top: 5px;"> <b>VICLAND SURVEYING</b>  <small>INC. KEARNEY &amp; TYRRELL SURVEYING</small>  <b>53 Rose Street, Essendon 3040</b>  <b>T</b> 9331 4266                   <b>E</b> admin@vland.com.au  <b>F</b> 9331 4366                   <b>W</b> www.vland.com.au                 </div>					DATE   /   / COUNCIL DELEGATE SIGNATURE  Original sheet size <b>A3</b>



**VICLAND SURVEYING**  
INC. KEARNEY & TYRRELL SURVEYING  
**53 Rose Street, Essendon 3040**

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SHEET 2

LICENSED SURVEYOR (PRINT)

SIGNATURE

DATE

DATE

COUNCIL DELEGATE SIGNATURE



**Plan of Subdivision PS708515U**  
**Certification by Council (Form 5)**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S021891V  
Plan Number: PS708515U  
Responsible Authority Name: Brimbank City Council  
Responsible Authority Reference Number 1: P179/2012  
Responsible Authority Reference Number 2: S59/2012  
Surveyor's Plan Version: 1

**Certification**

This plan is certified under section 6 of the Subdivision Act 1988

**Public Open Space**

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

Has not been made

Digitally signed by Council Delegate: Cinzia Crea  
Organisation: Brimbank City Council  
Date: 27/04/2012



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 19 May 2022 01:19 PM

## PROPERTY DETAILS

Address: **22A STENSON ROAD KEALBA 3021**  
Lot and Plan Number: **Lot 1 PS708515**  
Standard Parcel Identifier (SPI): **1\PS708515**  
Local Government Area (Council): **BRIMBANK**  
Council Property Number: **1097807**  
Directory Reference: **Melway 14 G11**

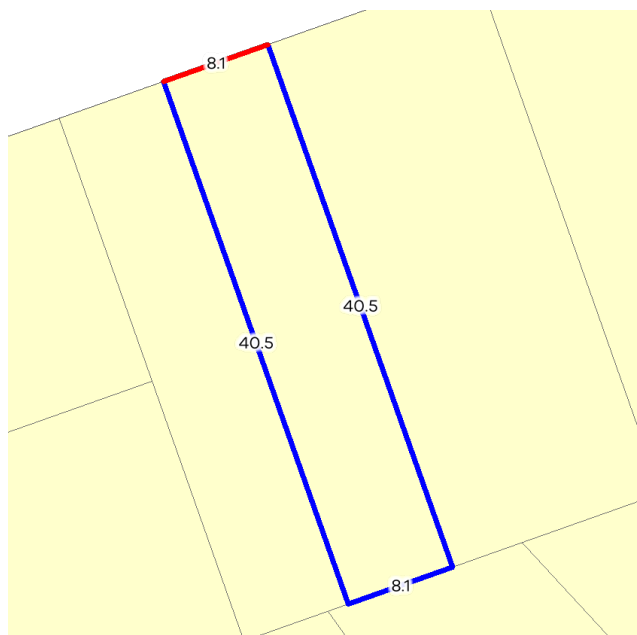
[www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)

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

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

## SITE DIMENSIONS

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



**Area:** 328 sq. m

**Perimeter:** 97 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **City West Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **ST ALBANS**

## PLANNING INFORMATION

**Planning Zone:** [NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)  
[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)

**Planning Overlay:** [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)  
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)

# PROPERTY REPORT

Planning scheme data last updated on 12 May 2022.

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

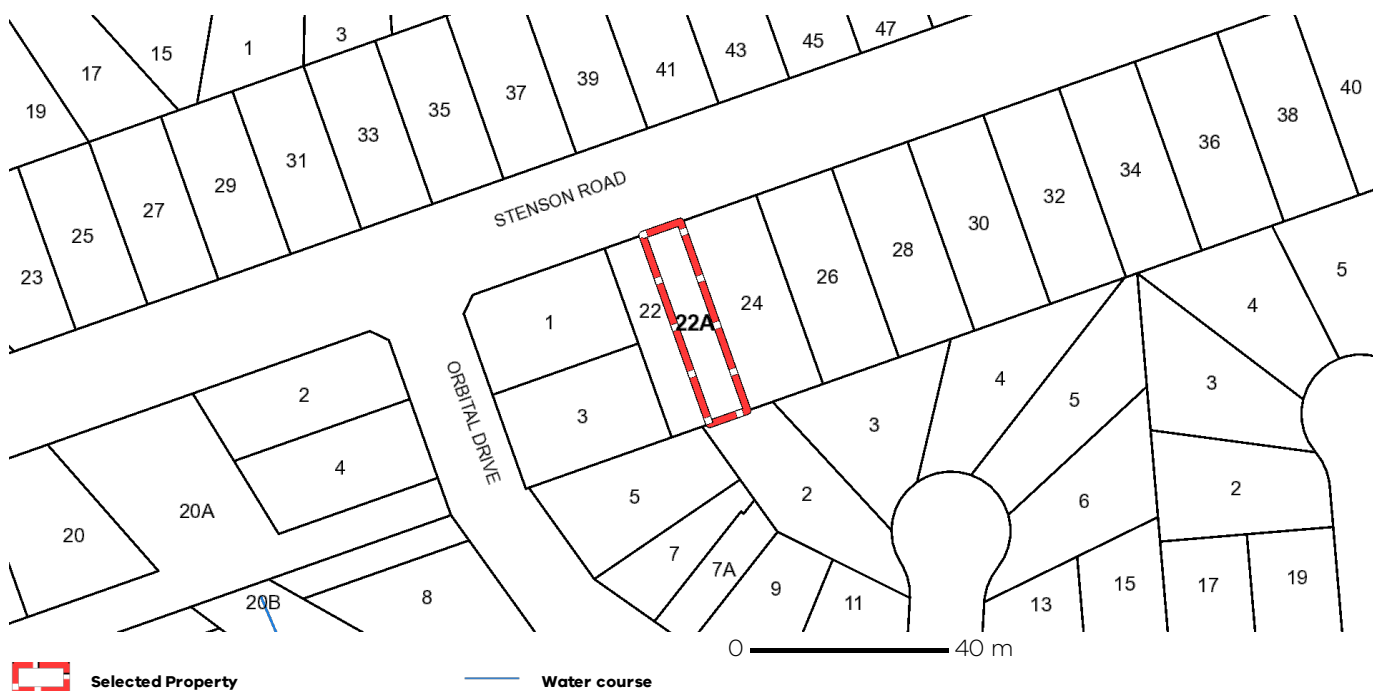
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates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

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

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

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

## Area Map



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 19 May 2022 01:18 PM

## PROPERTY DETAILS

Address: **22A STENSON ROAD KEALBA 3021**  
Lot and Plan Number: **Lot 1 PS708515**  
Standard Parcel Identifier (SPI): **1\PS708515**  
Local Government Area (Council): **BRIMBANK**  
Council Property Number: **1097807**  
Planning Scheme: **Brimbank**  
Directory Reference: **Melway 14 G11**

[www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)

[Planning Scheme - Brimbank](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **City West Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **ST ALBANS**

## OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)



IN3Z - Industrial 3

NRZ - Neighbourhood Residential

PPRZ - Public Park and Recreation

Water course

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

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

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

## Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)



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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[MELBOURNE AIRPORT ENVIRONS OVERLAY \(MAEO\)](#)

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



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

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## Further Planning Information

Planning scheme data last updated on 12 May 2022.

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

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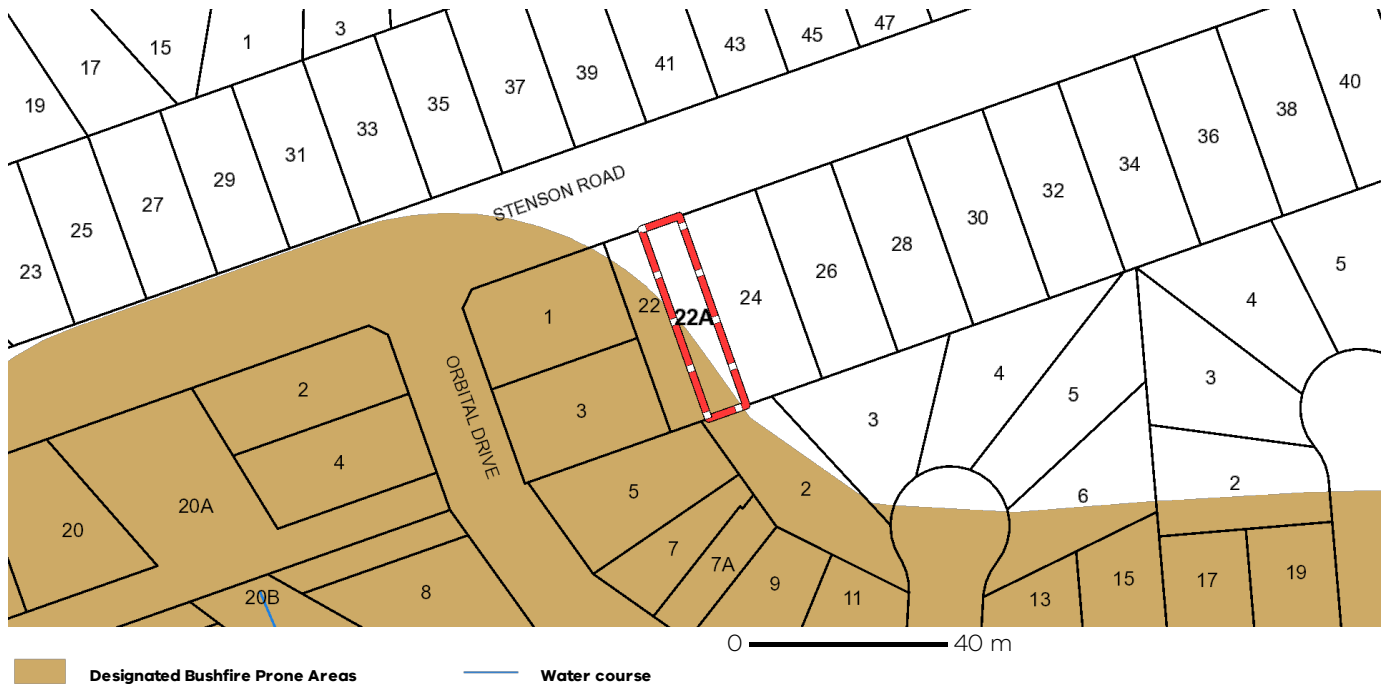
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

## Designated Bushfire Prone Areas

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



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

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

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

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

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

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

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

## Native Vegetation

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

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

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

## **LAND INFORMATION CERTIFICATE**

Section 229 Local Government Act, 1989.

T 9249 4000  
W brimbank.vic.gov.au  
E info@brimbank.vic.gov.au  
PO BOX 70  
Sunshine, Victoria 3020

### **Rates and Charges for period 1 July 2021 to 30 June 2022.**

Your Reference: 64291479-014-3  
Assessment Number: 1097807

Certificate Number: 102426  
Issue date: 11/05/2022

#### **APPLICANT:**

LANDATA  
GPO Box 527  
MELBOURNE VIC 3001

#### **PROPERTY LOCATION: 22A STENSON ROAD KEALBA 3021**

Title: LOT: 1 PLN: 708515  
Volume No:  
Folio No.  
Ward: Horseshoe Bend

Capital Improved Value: \$660,000  
Net Annual Value: \$33,000  
Site Value: \$330,000  
Effective Date: 1/07/2021  
Base Date: 01/01/2021

#### **RATES CHARGES AND OTHER MONIES:**

Residential Flats/Units Rate Date Levied 01/07/2021	\$1,330.56
Municipal Charge Date Levied 01/07/2021	\$77.63
140ltr Environmental Charge Date Levied 01/07/2021	\$304.30
140ltr Green Waste Charge Date Levied 01/07/2021	\$95.24
Public Amenities Cleansing Levy Date Levied 01/07/2021	\$87.60
Fire Service Levy Residential Charge Date Levied 01/07/2021	\$114.00
Fire Service Levy Residential Rate Date Levied 01/07/2021	\$38.94
Rate Arrears to 30/06/2021:	-\$121.38
Interest to 11/08/2021:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$1,740.00
Less Other Adjustments:	\$0.00
<b>Total Rates &amp; Charges Due:</b>	<b>\$186.89</b>
<b>Additional Monies Owed:</b>	
Debtor Balance Owing	
<b>Special Charge:</b>	
<b>nil</b>	<b>nil</b>
<b>TOTAL DUE:</b>	<b>\$186.89</b>

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

For further information contact: Revenue/Rating Department Ph: (03) 9249 4000.

Assessment Number: 1097807  
 Certificate Number: 102426



**Biller Code: 93948**  
**Reference No: 00001097807**  
**Amount: \$186.89**

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account.  
**More info: [bpay.com.au](http://bpay.com.au)**

#### ADDITIONAL INFORMATION:

#### IMPORTANT INFORMATION:

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

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

After the issue of this Certificate, Council may be prepared to provide up to date verbal information to the Applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Verbal confirmation of any variation to the amount will only be given for a period of 120 days after the issue date. For settlement purposes after 120 days, a new Certificate must be applied for.

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 AUTHORISED OFFICER





# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1252 4089 9118

DATE OF ISSUE - 16/05/2022

APPLICATION NO.

1041526

LANDATA COUNTER SERVICES

YOUR REF.  
64291479-025-9

SOURCE NO. 99904685210

**PROPERTY:** 22A STENSON ROAD KEALBA VIC 3021

## Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of nineteen dollars and nineteen cents (CREDIT) is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2021 - 30/06/2022	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	105.56	Quarterly	30/06/2022	105.56	0.00
PARKS SERVICE CHARGES	80.20	Annually	30/06/2022	80.20	0.00
WATER NETWORK CHARGE RESIDENTIAL	207.56	Quarterly	30/06/2022	207.56	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	222.56	Quarterly	30/06/2022	222.56	0.00
<b>TOTAL</b>	615.88			615.88	0.00

Service charges owing to 30/06/2021 0.00

Service charges owing for this financial year 0.00

Volumetric charges owing to 5/05/2022. 0.00

Adjustments -19.19

**Current amount outstanding** -19.19

Plus remainder service charges to be billed 0.00

**BALANCE including unbilled service charges** -19.19

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code: 8789

Reference: 1252 4089 9118



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Please note the water meter on this property was last read on 5/05/2022.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 5/05/2022 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	\$1.01 per day
Sewerage Disposal Charge	\$0.21 per day

If a final meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 5/05/2022 to the final meter read date will be forwarded to the vendor of the property.

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

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

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

Please note credit balance - no amount outstanding.



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

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## Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "R. Charrett", with a horizontal line extending to the right.

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

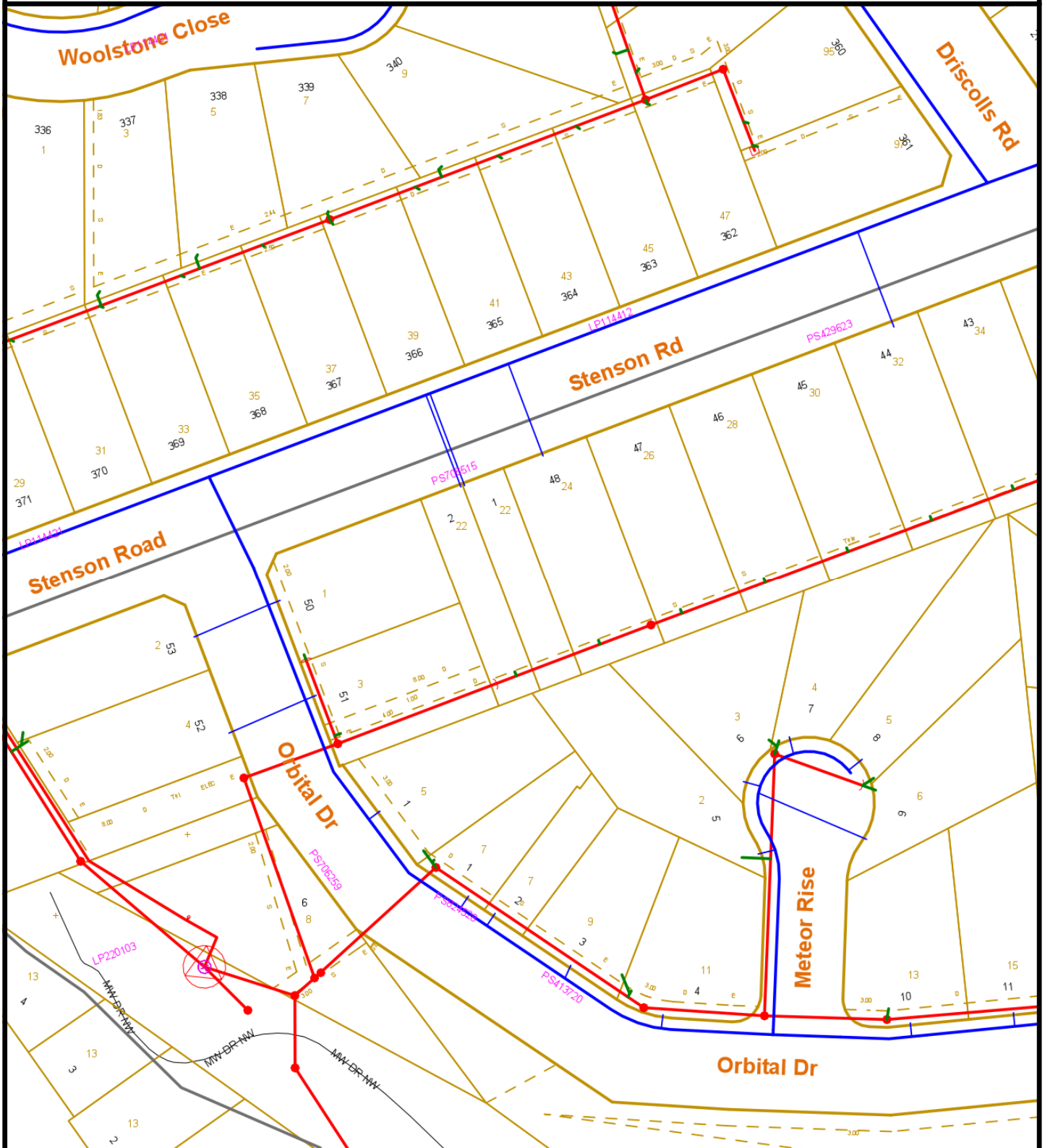
Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.




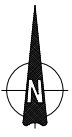















# Encumbrance Plan

## 22 STENSON ROAD KEALBA 3021

### Application No. 1041526



#### LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main	 <b>Date: 16/05/2022</b>
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main	
	Sewer Main		MW Abandoned Channel		MW Water Main	
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main	
	Water Main		MW Underground Drain		MW Manhole	
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole	

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

Property Clearance Certificate  
Taxation Administration Act 1997



INFOTRACK / THE TRUSTEE FOR LEVAN FAMILY TRUST

Your Reference:	22S/3599
Certificate No:	55731276
Issue Date:	11 MAY 2022
Enquiries:	ESYSPROD

Land Address: 22A STENSON ROAD KEALBA VIC 3021

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40547256	1	708515			\$0.00

Vendor: HRVOJE MATKOVIC & NATALIE MATKOVIC  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR HRVOJE MATKOVIC	2022	\$330,000	\$0.00	\$0.00	\$0.00

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

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

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

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$660,000
SITE VALUE:	\$330,000
AMOUNT PAYABLE:	\$0.00



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

**Certificate No:** 55731276

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$435.00

Taxable Value = \$330,000

Calculated as \$375 plus ( \$330,000 - \$300,000) multiplied by 0.200 cents.

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## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 55731276

### 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](http://www.bpay.com.au)

### CARD



Ref: 55731276

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)