#### CONTRACT OF SALE OF REAL ESTATE

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

#### Property Address: 7 Elba Place KEILOR DOWNS VIC 3038

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

The terms of this contract are contained in the:

- \* Particulars of sale; and
- \* Special conditions, if any; and
- \* General conditions -

in that order of priority.

#### SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on		. /20
Print name of person 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 spec	cified).	
SIGNED BY THE VENDOR on	/	/20
Print name of person signing		

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

#### **IMPORTANT NOTICE TO PURCHASERS**

#### Cooling-off period

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Section

Sale of Land Act 1962

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

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

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

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

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

#### NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

#### Off-the-Plan Sales

Section 9AA(1A)

Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

#### PARTICULARS OF SALE

#### **VENDOR'S ESTATE AGENT**

White Knight Estate Agents

118A/118-120 Westwood Drive BURNSIDE VIC 3023

Tel: 0416 231 254 Ref: Flo Carreon Email: fcarreon@whiteknightestateagents.com.au

VENDOR David Robert Romans Van Schaik and Emma Elizabeth Romans

Van Schaik

#### **VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

Victorian Real Estate Conveyancing Pty Ltd

of 179 Mt Alexander Road, Flemington VIC 3031

Tel: 03 9372 6181 Ref: 24/5433 Email: dale@vrec.com.au

**PURCHASER** 

#### **PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER**

Tel: Ref: Email:

**LAND** (general conditions 3 & 9) The Land is:-

Described in the table below

Certificate of Title Reference	Being Lot	On plan
9299/371	156	LP 122063

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

The Land includes all improvements and fixtures.

**PROPERTY ADDRESS** The address of the land is:

7 Elba Place Keilor Downs Vic 3038

**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	<u>\$</u>	by	haa haan naid
Balance	\$	_ (of which \$ payable at s	has been paid ettlement
GST (general condition 13)	vdo labos CCTI opposition	this have	Not Applicable
The price includes GST (if any) unless the wo If this is a sale of a 'farming business' or 'going			
Farming business' or 'going concern' in thi		0.00	Not Applicable
If the margin scheme will be used to calculate G 'margin scheme' in this box:	ST then add the words		Not Applicable
<b>SETTLEMENT</b> (general condition 10)			
Is due on//20			
<b>LEASE</b> (general condition 1.1)			
At settlement the purchaser is entitled to vaca unless the words 'subject to lease' appear in		erty	Not Applicable
in which case refer to general condition 1.1.			
TERMS CONTRACT (general condition 23)			
If this contract is intended to be a terms contract of Land Act 1962 then add the words 'terms general condition 23 and add any further proving the statement of the statement o	contract' in this box, and	refer to	Not Applicable
SPECIAL CONDITIONS This contract does not include any special cor 'special conditions' appear in this box:	nditions unless the words		SPECIAL CONDITIONS
If the contract is subject to 'special conditions'	then particulars of the sp	ecial conditions a	are as follows.

#### **Special Conditions**

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

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

#### 1. Acceptance of title

General condition 12.4 is added:

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

EC

#### 2. Special condition 2 - Electronic conveyancing

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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 2.3 Each party must:
  - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National* Law. and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
  - (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
  - if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
  - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
  - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

#### 3. Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Planning Scheme and any other Town Planning Acts or Schemes.

#### 4. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

#### 5. Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said 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 improvements herein.

#### 6. Land Tax

As at the 1<sup>st</sup> of January 2024, the Purchaser will not be required to pay any of the Vendor's Land Tax by way of adjustment at settlement and the Vendor accepts full responsibility for any outstanding Land Tax.

#### 7. Auction (if applicable)

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

#### 8. Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

#### 9. FIRB Approval

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

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

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

#### 10. Property and Description

The purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the costs of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended).

#### 11 Notices from Day of Sale

The Purchaser shall assume responsibility for and comply with all notices, orders or directions served, given or made in respect of the property sold on or after the day of sale.

#### 12. Default Interest

Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of fifteen per centum per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the purchaser to the vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the vendor under this Contract or otherwise

#### 13. Rates Certificate

The Purchaser agrees to provide to the Vendor's representative copies of all certificates and searches obtained by the Purchaser to calculate adjustments. The Vendor will not be obliged to provide cheque details until such time as the copies have been received. Furthermore the purchaser will be deemed in default of the contract if the purchasers representative is unable to provide updated certificates to verify the basis of the statement of adjustments.

#### 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**

#### 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 lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices:
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the 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.

#### 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.

#### Transfei

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 <u>Personal Property Securities Act 2009</u> (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 <u>Personal Property Securities Act 2009</u> (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 any 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 <u>Personal Property Securities Act 2009 (Cth)</u>, 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
  - 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 a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the <u>Personal Property Securities Act 2009</u> (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 vendors 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 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 or 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) 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.
- For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3)of the **Banking Act 1959 (Cth)** is in force.
- At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

#### 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts 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 section 27 of the Sale of Land Act 1962 have been satisfied.
- The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

#### 13. GST

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

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

#### 15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
  - 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
  - in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by 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 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:
  - 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.
- 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

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 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

- 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:
  - 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
      - 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,	O	of
and	0	of
(called the "Guarantors") IN described in this Contract of and our respective executor and their assigns that if at a Money or interest or any other will immediately on deformance Money, interest of agree to keep the Vendor in other moneys payable under Vendor may incur by reaso	I CONSIDERATION of the Notes of Sale for the price and upon rs and administrators JOIN any time default shall be mather moneys payable by the et of any term or condition of mand by the Vendor pay to be other moneys which shall indemnified against all loss der the within Contract and a	Vendor selling to the Purchaser at our request the Land on the terms and conditions contained therein <b>DO</b> for ourselves <b>NTLY AND SEVERALLY COVENANT</b> with the said Vendor ade in payment of the Deposit Money or residue of Purchase Purchaser to the Vendor under this Contract or in the of this Contract to be performed or observed by the Purchaser of the Vendor the whole of the Deposit Money, residue of all then be due and payable to the Vendor and indemnify and of Deposit Money, residue of Purchase Money, interest and all losses, costs, charges and expenses whatsoever which the tof the Purchaser. This Guarantee shall be a continuing y:-
(a) any neglect or forbear the within Contract;	ance on the part of the Ven	ndor in enforcing payment of any of the moneys payable under
(b) the performance or ob	servance of any of the agre	eements, obligations or conditions under the within Contract;
(c) by time given to the Pu	urchaser for any such paym	ment performance or observance;
(d) by reason of the Vende	or assigning his, her or thei	ir rights under the said Contract; and
(e) by any other thing which me/us, my/our executor		sureties would but for this provision have the effect of releasing
IN WITNESS whereof the p	parties hereto have set their	r hands and seals
this day of .		20
SIGNED SEALED AND DE	LIVERED by the said	) )
Print Name		)
in the presence of:		) Director (Sign)
Witness		)
SIGNED SEALED AND DE	LIVERED by the said	) )
Print Namein the presence of:		) Director (Sign)
Witness		) )

# VENDORS STATEMENT

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

Vendor:	David Robert Romans Van Schaik and Emma Elizabeth Romans Van Schaik
<b>Property:</b>	7 Elba Place KEILOR DOWNS VIC 3038

#### VICTORIAN REAL ESTATE CONVEYANCING PTY LTD

Tel: 03 9372 6181 Fax: 03 9372 6182 Email: info@vrec.com.au

Ref: 24/5433

#### SECTION 32 STATEMENT 7 ELBA PLACE KEILOR DOWNS VIC 3038

#### 32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings <u>AND</u> any interest payable on any part of them is contained in the attached certificate/s and as follows-

Contained in the attached certificates

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

The Purchaser should conduct their own due diligence

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

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

#### 32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: *Not Applicable*
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:
  Not Applicable

#### 32C LAND USE

#### (a) RESTRICTIONS

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

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

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

#### SECTION 32 STATEMENT 7 ELBA PLACE KEILOR DOWNS VIC 3038

#### (b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

#### (c) ROAD ACCESS

There is access to the Property by Road.

#### (d) PLANNING

See attached certificate

#### 32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act*, 1986 are: Not Applicable

#### 32E BUILDING PERMITS

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

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

#### 32F OWNERS CORPORATION

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

#### 32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT
  - land that is to be transferred under the agreement.
  - land on which works are to be carried out under the agreement (other than Crown land).
  - land in respect of which a GAIC is imposed

#### SECTION 32 STATEMENT 7 ELBA PLACE KEILOR DOWNS VIC 3038

#### 32H SERVICES

ServiceStatusElectricity supplyConnected

Gas supply Connected

Water supply Connected

Sewerage Connected

Telephone services Connected

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

#### 32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
  - (i) the last conveyance in the Chain of Title to the land; or
  - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
  - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
  - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
  - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
  - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
  - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
  - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

## SECTION 32 STATEMENT 7 ELBA PLACE KEILOR DOWNS VIC 3038

DATE OF THIS STATEMENT	/	/20	
Name of the Vendor			
David Robert Romans Van Schaik and Emma El	izabeth Romans Va	n Schaik	
Signature/s of the Vendor			
×			
The Purchaser acknowledges being given a duplicat signed any contract.	e of this statement s	igned by the	Vendor before the Purchaser
The Purchaser further acknowledges being directed to	the DUE DILIGEN	CE CHECKL	IST.
DATE OF THIS ACKNOWLEDGMENT	/	/20	]
Name of the Purchaser			
Signature/s of the Purchaser			
×			

#### Register Search Statement - Volume 9299 Folio 371

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

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

VOLUME 09299 FOLIO 371

Security no: 124117269974Q Produced 08/08/2024 11:36 AM

#### LAND DESCRIPTION

\_\_\_\_\_

Lot 156 on Plan of Subdivision 122063. PARENT TITLE Volume 08452 Folio 942 Created by instrument LP122063 10/11/1978

#### REGISTERED PROPRIETOR

\_\_\_\_\_\_

Estate Fee Simple Joint Proprietors

DAVID ROBERT ROMANS VAN SCHAIK

EMMA ELIZABETH ROMANS VAN SCHAIK both of 7 ELBA PLACE KEILOR DOWNS VIC 3038 AN898694Q 03/06/2017

#### ENCUMBRANCES, CAVEATS AND NOTICES

-----

MORTGAGE AV563997V 26/04/2022

AFSH NOMINEES PTY LTD

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

#### DIAGRAM LOCATION

\_\_\_\_\_\_

SEE LP122063 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: 7 ELBA PLACE KEILOR DOWNS VIC 3038

ADMINISTRATIVE NOTICES

\_\_\_\_\_

NIL

eCT Control 18440T MSA NATIONAL Effective from 26/04/2022

#### DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 08/08/2024, for Order Number 85042847. Your reference: 24/5433.

Delivered by LANDATA®, timestamp 08/08/2024 11:44 Page 1 of 10

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#### PLAN OF SUBDIVISION

PART OF CROWN ALLOTMENT 28

SECTION B

PARISH OF MARIBYRNONG

COUNTY OF BOURKE

VOL.8452 FOL.942

LENGTHS ARE IN METRES

**DEPTH LIMITATION: 50FEET** 

**EDITION 2 PLAN APPROVED 31/03/1978** 

*9* SHEETS SHEET 1

COLOUR CODE

E-1 = BLUE R1 = BROWN

E-3 = PURPLE

E-4 = PURPLE HATCHED

E-5 = BLUE HATCHED

#### **ENCUMBRANCES**

THE LAND COLOURED BLUE HATCHED IS **ENCUMBERED TO THE STATE ELECTRICITY** COMMISSION OF VICTORIA. VIDE C/E E220506

LOTS 1-134,148,259 AND 269-271 HAVE BEEN OMITTED FROM THIS PLAN

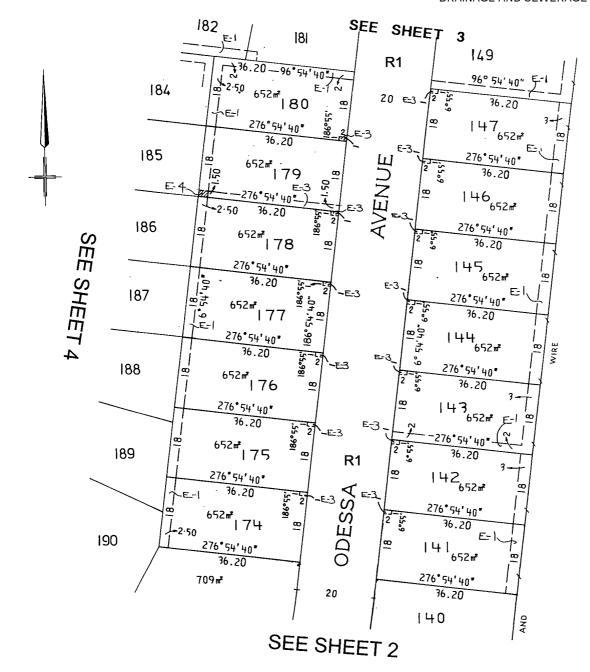
#### **APPROPRIATIONS**

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY, DRAINAGE AND SEWERAGE

THE LAND COLOURED PURPLE IS APPROPRIATED OR SET APART FOR EASEMENTS OF ELECTRICITY

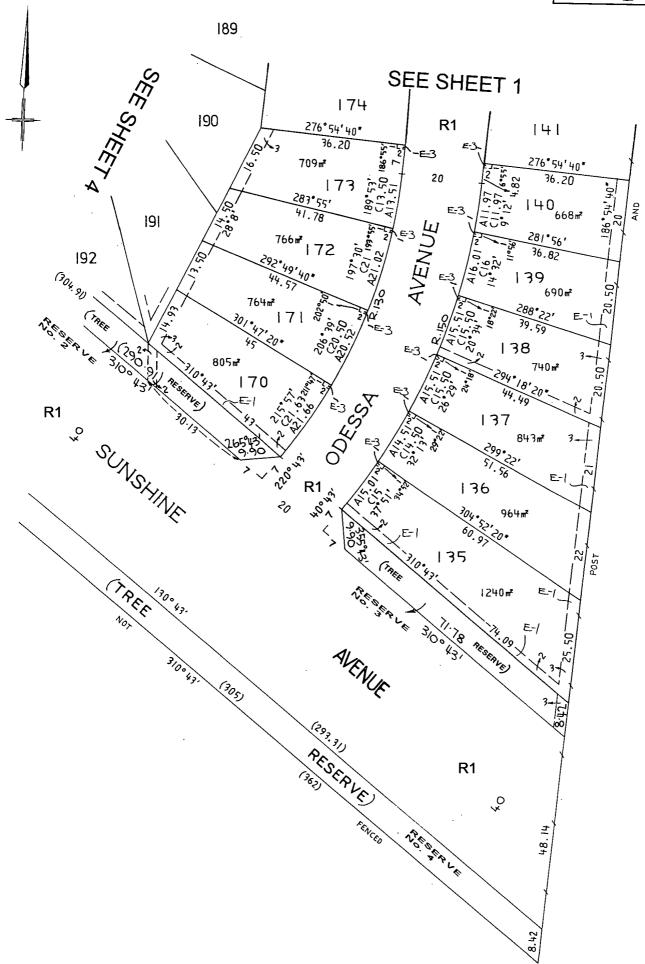
THE LAND COLOURED PURPLE HATCHED IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE, SEWERAGE AND **ELECTRICITY SUPPLY** 

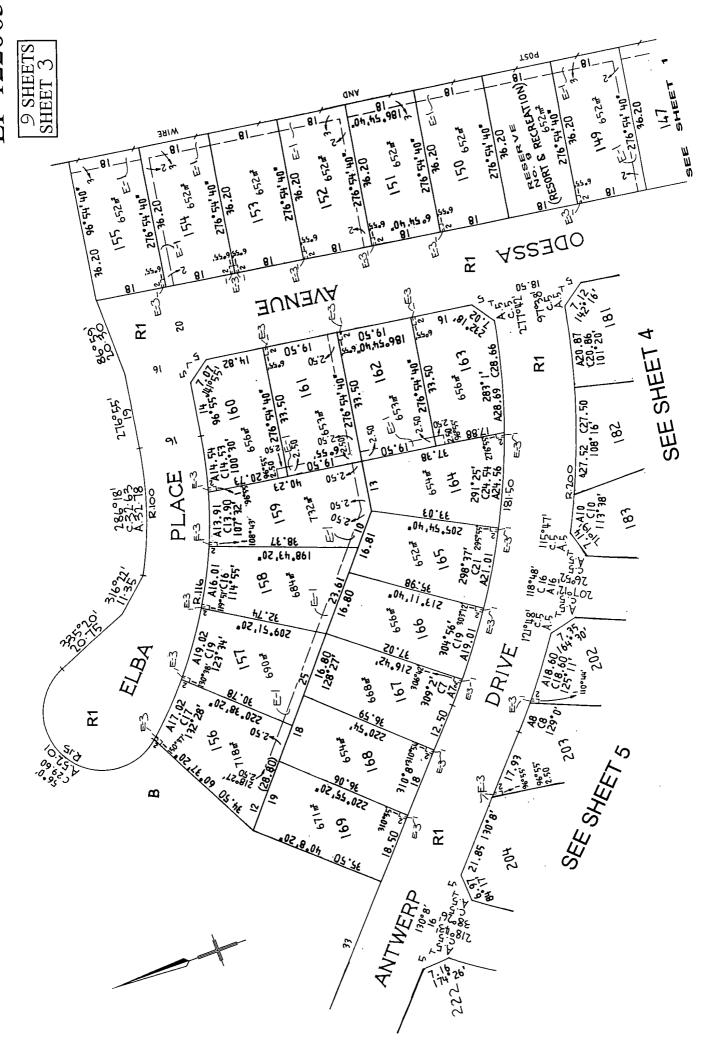
THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE

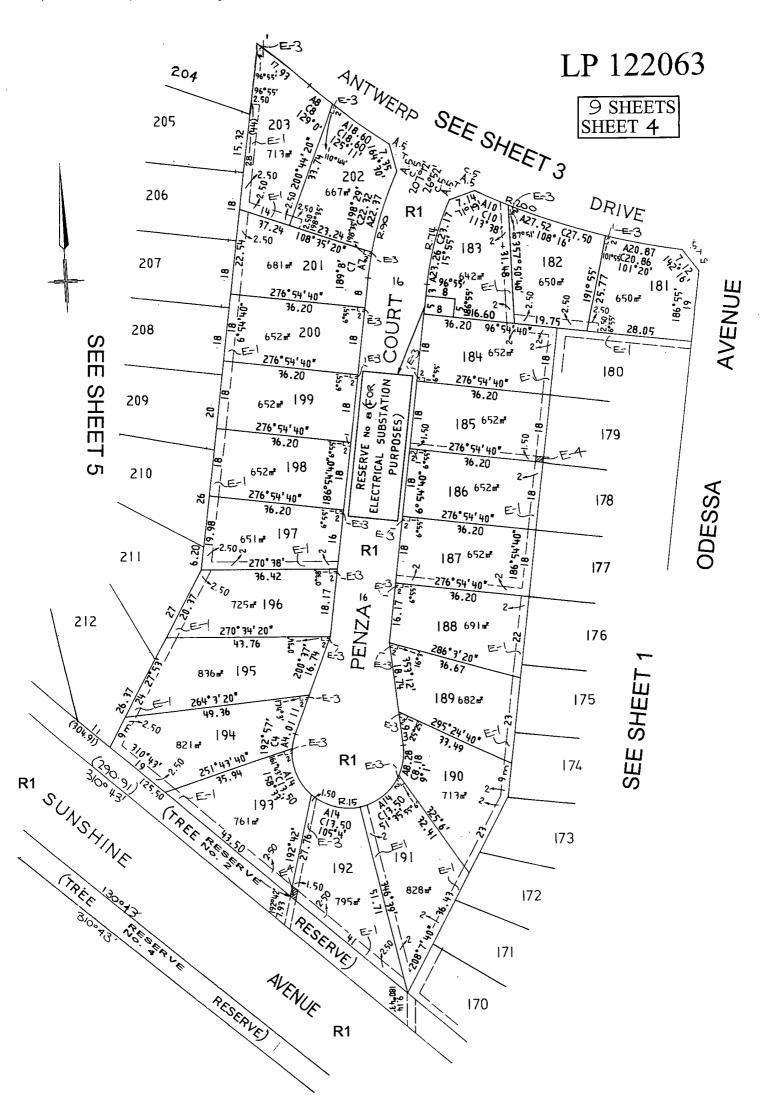


## LP 122063

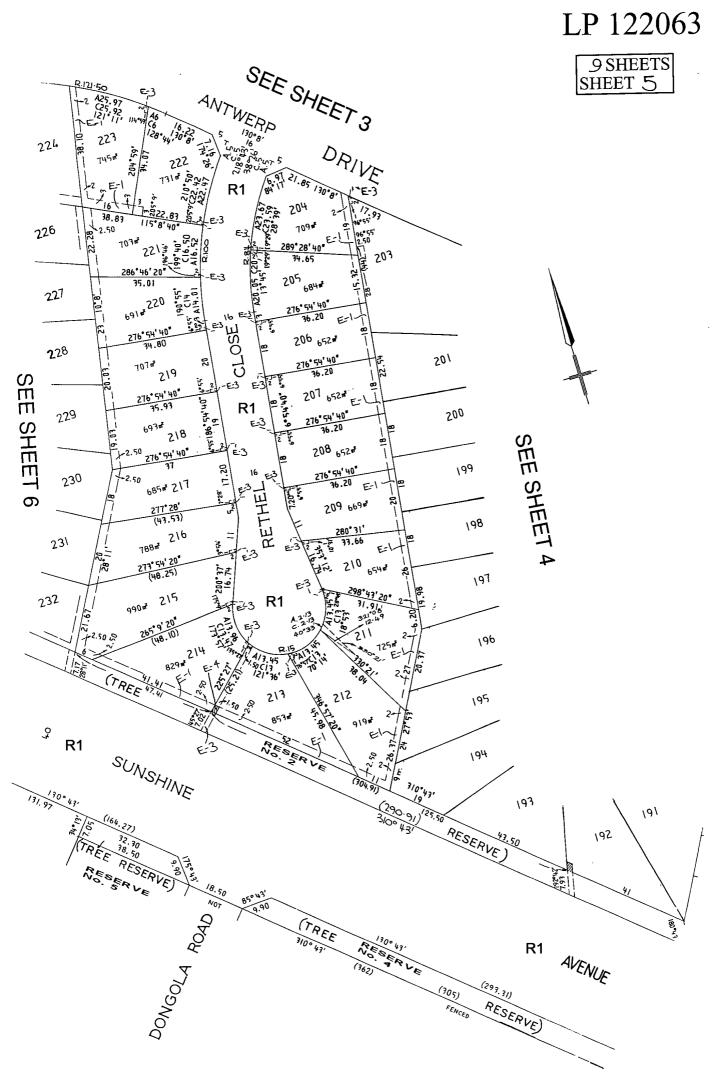
9 SHEETS SHEET 2



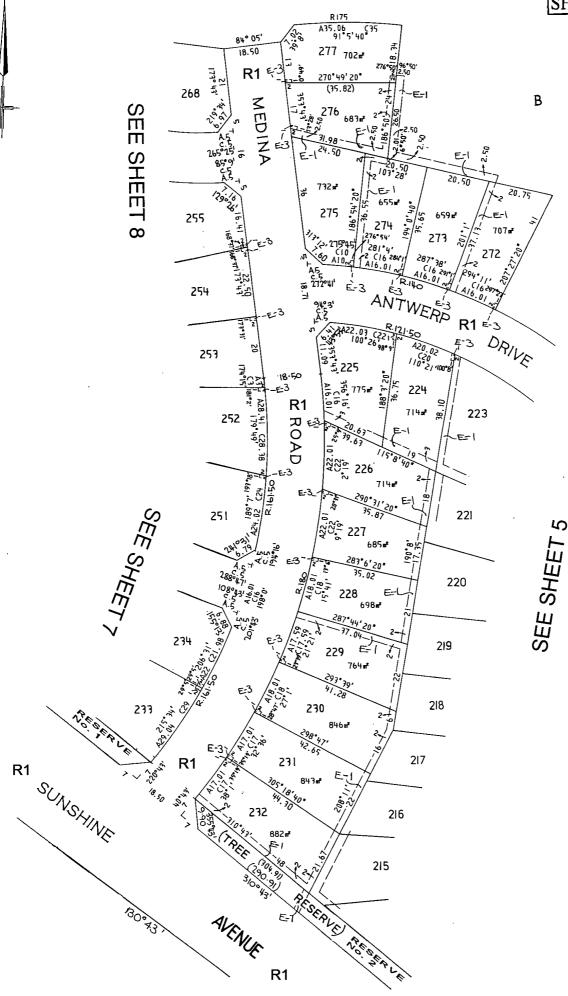


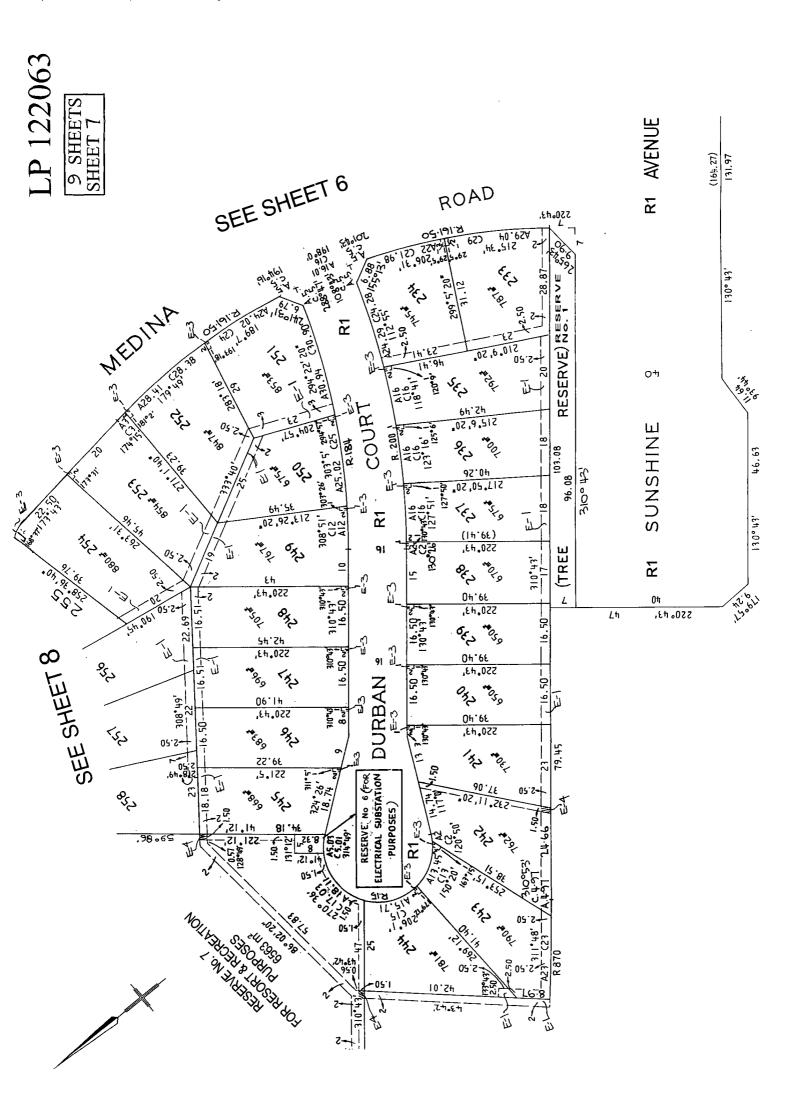


## LP 122063

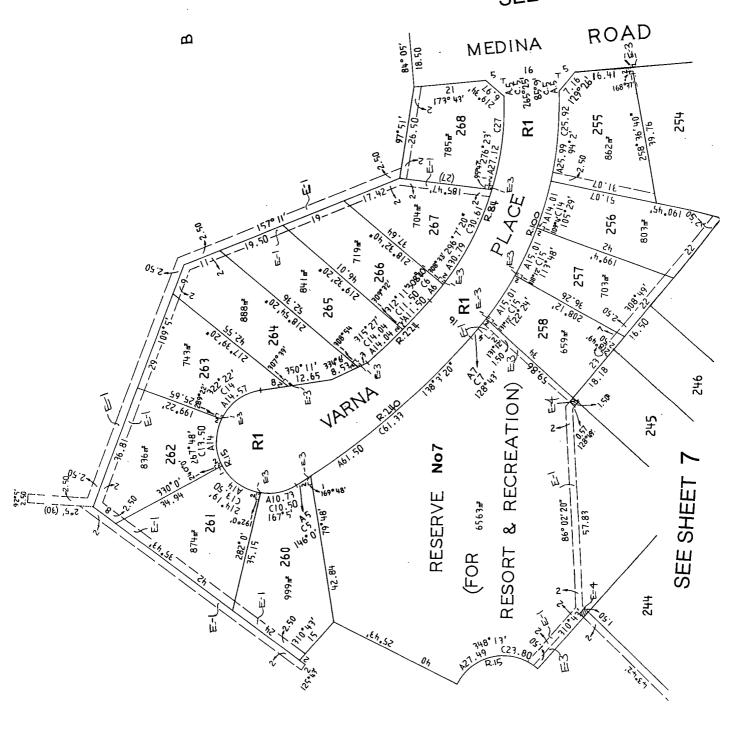


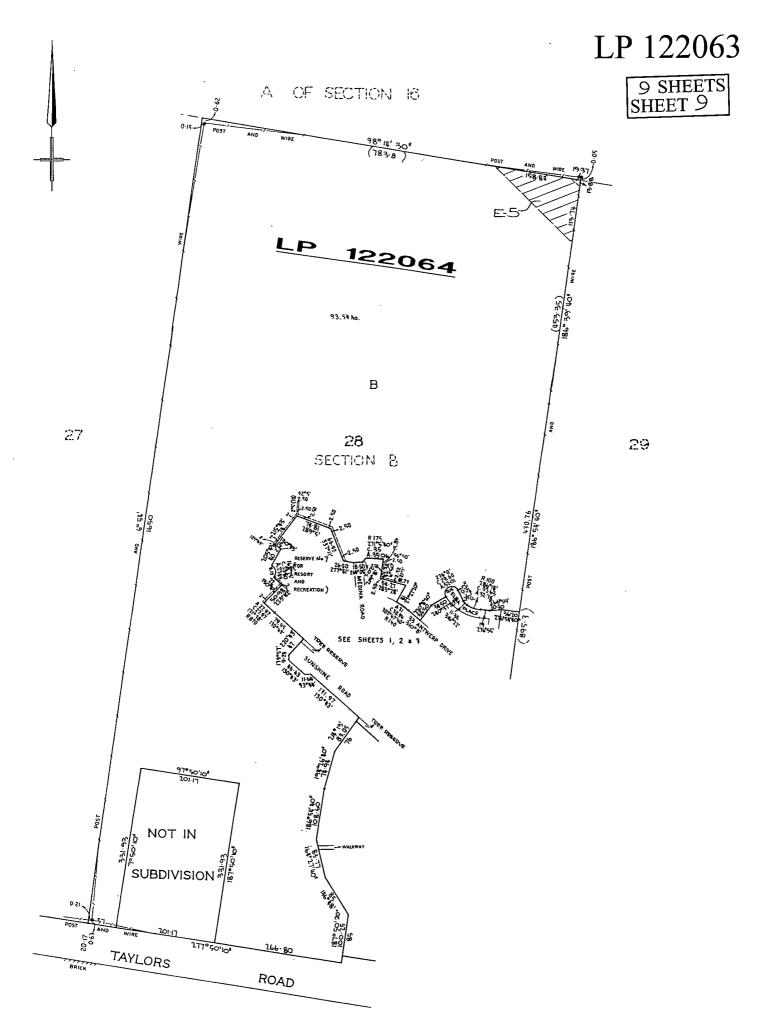
9 SHEETS SHEET 6





# SEE SHEET 6





# **MODIFICATION TABLE**

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER LP 122063

	<u> </u>	T						
ASSISTANT REGISTRAR OF TITLES	day	lass						
EDITION	2	2						
TIME								
DATE	25/7/83							
DEALING NUMBER	AP.2579 SEC.73	GAZ.1977 PAGE 277	MENT HAS MMENDMENTS OCCUMENT.					
MODIFICATION	REMOVAL OF EASEMENT	STREET NAME CHANGED	WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.					
LAND / PARCEL / IDENTIFIER CREATED			WI BE AF					
AFFECTED LAND / PARCEL	LOT 211	SUNSHINE AVENUE						



## Planning Certificate

(fi)

#### **PROPERTY DETAILS**

Property Address: 7 ELBA PLACE KEILOR DOWNS VIC 3038

Title Particulars: Vol 9299 Fol 371

Vendor: DAVID ROBERT ROMANS VAN SCHAIK,

EMMA ELIZABETH ROMANS VAN SCHAIK

Purchaser: N/A

Certificate No: 125520165

Date: 08/08/2024 Matter Ref: 24/5433

Client: Victorian Real Estate

Conveyancing



#### **MUNICIPALITY**

**BRIMBANK** 



#### **PLANNING SCHEME**

**BRIMBANK PLANNING SCHEME** 



#### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

BRIMBANK CITY COUNCIL / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE



#### **ZONES**

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1



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

**NOT APPLICABLE** 



#### **APPLICABLE OVERLAYS**

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

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Matter Ref: 24/5433

Date 08/08/2024



#### PROPOSED PLANNING SCHEME AMENDMENTS

**NOT APPLICABLE** 



#### **ADDITIONAL INFORMATION**

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

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#### **BRIMBANK PLANNING SCHEME**

#### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

The Minister for Planning is the responsible authority for the approval of the Development Plan and Environmental Management Plan required under Schedule 12 to the Development Plan Overlay and for planning permits required under the Heritage Overlay and Schedule 3 to the Design and Development Overlay which relate to the Melbourne Airport Rail Link project.

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### PLANNING ZONES MAP



#### ZONING

- NRZ1 NEIGHBOURHOOD RESIDENTIAL ZONE SCHEDULE 1
- PPRZ PUBLIC PARK AND RECREATION ZONE

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

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#### ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Property Suite 1, level 3, 550 bourke street MELBOURNE 3001

Client Reference: 85044500 125520166

NO PROPOSALS. As at the 9th August 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by  ${\tt LANDATA}^{@}$ .

7 ELBA PLACE, KEILOR DOWNS 3038 CITY OF BRIMBANK

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 9th August 2024

Telephone enquiries regarding content of certificate: 13 11 71

Brimbank City Council PO Box 70 SUNSHINE VIC 3020 ABN 35 915 117 478

## ABN 35 915 117 478 Second Charges Second Charges Second Charges Second Instalment Reminder Notice the Period 1 July 2023 to 30 June 2024

MR D R ROMANS VAN SCHAIK & MS E E PINSON 152 KILGOUR STREET **GEELONG VIC 3220** 



Property 7 ELBA PLACE KEILOR DOWNS VIC 3038 LOT 156 PLN 122063

## Particulars of Rates and Charges:

2nd Instalment 2023/2024 due 30 Nov 2023 Balance of 2023/2024 Rates and Charges

\$440.00

\$880.00

Tax Invoice Assessment No.

Date of Issue

Rate Enquiries

Monday to Friday 8.45am - 5pm Phone: 03 9249 4000 TTY: 03 9249 4999

TTY: U33E-T310Bank,vic.gov.au
Email: Info@brimbank,vic.gov.au

Arrears Due Immediately

Amount Payers

Instalment 2 Amount Payable

\$440.00

instalment 3 Amount Payable

\$440.00

Due Date \$440.00 29 Feb 2024 Instalment 4 Amount Payable Due Date

Brimbank City Council

Due Date

Due Date

30 Nov 2023

31 May 2024

0243840

23 Oct 2023

Total Balance Rates and Charges 2023/2024

\$1,320.00

Late payments will attract interest at 10%

Payments made on or after 09 October 2023 may not have been deducted from this account.

Instalment Notices will be issued for the 3rd and 4th instalment prior to the due date.

## Payment options (More payment options overleaf). Please return this section if paying by mail.



Visit the Brimbank City Council website www.brimbank.vic.gov.au

\* additional charges may apply

Biller Code: 93948 Ref: 0000 0243 840

Contact your bank or financial Institution to make this payment directly from your cheque. savings or credit account

More Info: bpay.com.au



To have your notices emailed Register at brimbank.enotices.com.au Reference No: 872B8D41BL



Billpay Code: 0355 Ref: 2438 40

Pay in-store at Australia Post by phone 13 18 16 or online at auspost.com.au/postbillpay





0243840 Assessment No:

Arrears/Instalment Amount Payable \$440.00

Payment Due By 30 November 2023



GO TO BRIMBANK.ENOTICES.COM.AU

Register now at brimbank.enotices.com.au



**Reprinted Notices** 

Reprinted Notices
To view and reprint your notices register at brimbank.enotices.com.au, You can extract a PDF conv at any time.

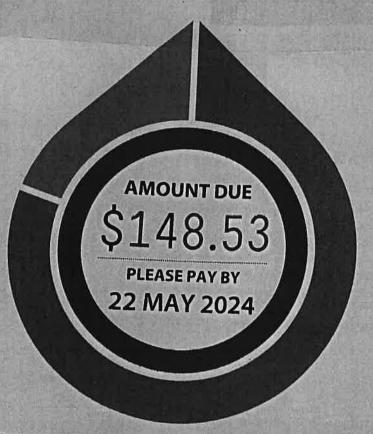


Poid 15/24

ebhalddaddherlandhe

621846-001 003153(13015) D023

MR D R ROMANS VAN SCHAIK & MS E E PINSON 152 KILGOUR STREET GEELONG VIC 3220



My account number is

1218 2470 9115

Invoice No. T662566335

Service Address 7 Elba Place Keilor Downs
Lot 156 Plan 122063

Issue Date 1 May 2024

Water Faults & Emergencies (24 hours) 13 44 99

Enquirles & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)

13 44 99

Interpreter Service

(03) 9313 8989

General Mail Locked Bag 350, Sunshine Vic 3020

(03) 33 13 03 1

**Greater Western Water** 

ABN 70 066 902 467

gww.com.au

## Account summary

	PREVIOUS BILL	\$148.53
NAME OF THE PARTY	RECEIVED	\$148.53
	BALANCE	\$0.00
0	NETWORK CHARGES	\$118.99
*	OTHER CHARGES	\$29.54
	PLEASE PAY	\$148.53

Page 1 of 4

F-D-004419-0001/0002-1-000000-B-A001728462

01/05/24-07-53/98-CCSPRT 2404502110585-PRO

# Your bill experience is changing

We're making some changes so that it's simpler to manage your account online. We're also redesigning your bill so it's easier to read and understand.

To find out more visit gww.com.au/billexperience



## **Property Clearance Certificate**

#### Land Tax



VICTORIAN REAL ESTATE CONVEYANCING VIA DYE & **DURHAM PROPERTY PTY LTD** LEVEL 20, 535 BOURKE STREET **MELBOURNE VIC 3000** 

Your Reference: 85044500:125520167

**Certificate No:** 79370539

**Issue Date:** 08 AUG 2024

**Enquiries: ESYSPROD** 

Land Address: 7 ELBA PLACE KEILOR DOWNS VIC 3038

Land Id Tax Payable Lot Plan Volume **Folio** 3538779 156 122063 9299 371 \$1,920.00

Vendor: EMMA ROMANS VAN SCHAIK & DAVID ROMANS VAN SCHAIK

Purchaser: FOR INFORMATION PURPOSES

**Current Land Tax** Year **Taxable Value Proportional Tax** Penalty/Interest **Total** 

MR DAVID ROBERT ROMANS VAN SCH \$1,920.00 2024 \$490,000 \$1,920.00 \$0.00

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

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

Comments:

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

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

**Paul Broderick** 

Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$620,000

SITE VALUE: \$490,000

CURRENT LAND TAX CHARGE: \$1,920.00



#### **Notes to Certificate - Land Tax**

Certificate No: 79370539

#### Power to issue Certificate

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

#### Amount shown on Certificate

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

#### Land tax is a first charge on land

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

#### Information for the purchaser

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

#### Information for the vendor

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

#### Apportioning or passing on land tax to a purchaser

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

#### General information

- 7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
- 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 = \$1,920.00

Taxable Value = \$490,000

Calculated as \$1,350 plus (  $$490,\!000$  -  $$300,\!000)$  multiplied by 0.300 cents.

#### **Land Tax - Payment Options**

#### BPAY



Biller Code: 5249 Ref: 79370539

#### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

#### CARD



Ref: 79370539

#### Visa or Mastercard

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

sro.vic.gov.au/paylandtax

## **Property Clearance Certificate**



## Commercial and Industrial Property Tax

VICTORIAN REAL ESTATE CONVEYANCING VIA DYE & DURHAM PROPERT\ Your Reference: 85044500:125520167

LEVEL 20, 535 BOURKE STREET Certificate No: 79370539

MELBOURNE VIC 3000 Issue Date: 08 AUG 2024

Enquires: ESYSPROD

Land Address:	7 ELBA PLACE KEILOR DOWNS VIC 3038					
<b>Land Id</b> 3538779	<b>Lot</b> 156	<b>Plan</b> 122063	<b>Volume</b> 9299	<b>Folio</b> 371	Tax Payable \$0.00	
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment		
110	N/A	N/A	N/A	The AVPCC allocated use.	to the land is not a qualifying	

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

Paul Broderick

Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$620,000

SITE VALUE: \$490,000

CURRENT CIPT CHARGE: \$0.00



## **Notes to Certificate - Commercial and Industrial Property Tax**

Certificate No: 79370539

#### **Power to issue Certificate**

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

#### **Amount shown on Certificate**

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

#### Australian Valuation Property Classification Code (AVPCC)

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

#### Commercial and industrial property tax information

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

#### Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

#### Commercial and industrial property tax is a first charge on land

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

#### Information for the purchaser

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

#### Information for the vendor

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

#### Passing on commercial and industrial property tax to a purchaser

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

#### General information

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

## **Property Clearance Certificate**

#### Windfall Gains Tax



VICTORIAN REAL ESTATE CONVEYANCING VIA DYE & DURHAM PROPERTY PTY LTD LEVEL 20, 535 BOURKE STREET **MELBOURNE VIC 3000** 

> Your Reference: 85044500:125520167

**Certificate No:** 79370539

**Issue Date:** 08 AUG 2024

Land Address: 7 ELBA PLACE KEILOR DOWNS VIC 3038

Lot Plan Volume **Folio** 156 122063 9299 371

EMMA ROMANS VAN SCHAIK & DAVID ROMANS VAN SCHAIK Vendor:

Purchaser: FOR INFORMATION PURPOSES

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

\$0.00 \$0.00 \$0.00 \$0.00

Comments: No windfall gains tax liability identified.

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

**Paul Broderick** 

Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:** 

\$0.00



## **Notes to Certificate - Windfall Gains Tax**

Certificate No: 79370539

#### **Power to issue Certificate**

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

#### **Amount shown on Certificate**

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

#### Windfall gains tax is a first charge on land

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

#### Information for the purchaser

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

#### Information for the vendor

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

#### Passing on windfall gains tax to a purchaser

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

#### **General information**

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

#### **Windfall Gains Tax - Payment Options**

#### BPAY



Biller Code: 416073 Ref: 79370532

#### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

#### CARD



Ref: 79370532

#### Visa or Mastercard

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

sro.vic.gov.au/payment-options

#### Important payment information

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

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

## 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**.

## 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.

#### 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

**Rural properties** 





## 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

