

# Contract of sale of land

**Property:** 17 Pinehill Drive, Pakenham 3810

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of Conveyancers (Victorian Division)



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

### Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

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

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

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

### EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; 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

### Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

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

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

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

## Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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**WARNING TO ESTATE AGENTS**

**DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

**WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.**

# Contract of sale of land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

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 ...../ /2024

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

.....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

..... on ...../ /2024

**Print name(s) of person(s) signing: ROSALIND SHALLARD HOPKINS**

. State nature of authority, if applicable: Signed by Rosalind Shallard Hopkins pursuant to the General Non-Enduring Power of Attorney of Samuel Geoffrey Shallard dated 14 November 2018.

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

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## Particulars of sale

### Vendor's estate agent

Name: Area Specialist Keysborough trading as Area Specialist Solutions in conjunction with Area Specialist Keysborough

Address: 481-485 Cheltenham Road, Keysborough, VIC 3173

Email: MarcusW@areaspecialist.com.au

Tel: 0401 038 554

Mob: 0401 038 554 Fax:

Ref:

### Vendor

Name: **SAMUEL GEOFFREY SHALLARD**

Address:

ABN/ACN: .....

Email:

### Vendor's legal practitioner or conveyancer

Name: Spanos Lawyers

Address: 1, 1265 Nepean Highway, Cheltenham VIC 3192

Email: mary@spanoslawyers.com.au

Tel: : 03 8587 7760 Mob:

Fax: 03 8587 7700

Ref: MS:241037

### Purchaser's estate agent

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX: ..... Ref: .....

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10136 Folio 526	10	320814U
Volume Folio		

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

**Property address**

The address of the land is **17 Pinehill Drive, Pakenham 3810**

**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)*

NIL

**Payment**

Price	\$			
Deposit	\$		by	(of which \$ has been paid)
Balance	\$		payable at settlement	

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)**is due on**

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

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

**Lease** (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

## 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 the last page; and*
- *attach additional pages if there is not enough space.*

- ☒ **GC 23 – special condition**  
For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- ☒ **GC 28 – special condition**  
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.



## Special Conditions

**Instructions:** *It is recommended that when adding further 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 the last page; and*
- *attach additional pages if there is not enough space*

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**1.** General conditions 31.4, 31.5 and 31.6 are deleted.

**2. Receipt of Vendor's Statement**

2.1 The Purchaser acknowledges having received a signed Vendor's Statement before paying any money under this contract or signing this contract.

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**3 Entire Agreement**

3.1 This contract contains the entire understanding and agreement between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties (other than warranties set out in this contract), or commitments in relation to, or in any way affecting, the subject matter of this contract are superseded by this contract and are of no force or effect and neither party is liable to the other party in respect of those matters. No oral or written explanation or information provided by any party (or its agents or representatives) to another:

- (a) affects the disclosures included in the Vendor's Statement; or
- (b) affects the meaning or interpretation of this contract; or
- (c) constitute any collateral agreement, warranty or understanding between any of the parties regarding any matter pertaining to the Property, the contract or the Vendor's Statement.

The Purchaser warrants that it has made its own independent enquiries in relation to any such matters.

3.2 Without limiting the previous paragraph, the Purchaser acknowledges and warrants that no information, representation or warranty made by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and that:

- (a) no information (including any brochure, marketing information, investment report or advertisement), representation or warranty has in fact been relied upon; and
- (b) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of the Property including but without limitation the Property, the Vendor's Statement, planning restrictions, building regulations and the suitability of the Property for the purpose for which the Purchaser requires the Property.

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## **4 Reservations, restrictions and encumbrances**

- 4.1 The Property is sold subject to all existing or proposed reservations, restrictions, encumbrances, notices, leases, licences, agreements, exceptions and conditions (if any) referred to in this contract and including but not limited to those included in the certificate of title in which the Property is included, the Schedule in the Particulars of Sale, the *Planning and Environment Act 1987* (Vic), the *Local Government Act 1989* (Vic), the *Environment Protection Act 1970* (Vic), the *Building Act 1993* (Vic), the relevant planning scheme, any other planning scheme, overlay or instrument, any planning permit, any other statute, regulation or by-law, resolution of a responsible authority or an Authority, environmental planning instrument or deemed environmental planning instrument applicable to the Property.
- 4.2 None of the reservations, restrictions, encumbrances, notices, leases, licences, agreements and conditions referred to in special condition 10.1 are defects in the Vendor's title or affect the validity of this contract and the Purchaser may not make any requisition, objection, Claim or claim for compensation, delay payment of the Residue, rescind or terminate this contract for compliance or non-compliance with any of them.

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## **5 Condition and state of repair**

- 5.1 The Purchaser acknowledges that the Property is sold in its present condition and state of repair and subject to all faults and defects existing at the Day of Sale.
- 5.2 No warranty or representation (whether express or implied) is made by the Vendor (or anyone on behalf of the Vendor) about:
- (a) the nature, condition, quality or state of repair of the Property;
  - (b) defects (latent or patent), dilapidation or infestation of the Property, (including without limitation its environmental condition);
  - (c) fitness of the Property for any purpose;
  - (d) any financial return or income that can be derived from the Property; or
  - (e) any use permitted by law or any development to which the Property may be put.

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## **6 Encumbrances to be assumed by the Purchaser-**

- 6.1 Any easements, covenants and any other restrictions disclosed in the Vendor's Statement and the special conditions of this contract including all easements, covenants and restrictions specified on the title to the Property or otherwise affecting the Property and all easements implied under the Subdivision Act 1988 (Vic).
- 6.2 Any restrictions as to a use made by an Authority empowered by legislation to control or affect the use of the Property or in any planning scheme or planning permit.
- 6.3 All rights of the Vendor under this Contract.

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## **7 No Claim for defects**

- 7.1 The Purchaser cannot make any requisition, objection, Claim, claim for compensation, delay payment of the Residue, rescind or terminate this contract (subject to any statutory overriding rights to the contrary available to the Purchaser) on the grounds that:
- (a) the Property does not comply with any law;
  - (b) there are any defects whether latent or patent in the Property;
  - (c) the physical condition of the Property (including without limitation the airspace above the Property, the soil, groundwater and sub-strata):
    - (i) may make the Property unsuitable or unfit for any use or development; or
    - (ii) may make the Property, the owner or any occupier liable for any compensation, order, notice, penalty, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation, fine or requirement under any law, regulation or ordinance for the content or presence of any contaminant in the airspace above the Property, the soil, groundwater or sub-strata.

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## **8 Notices and Approvals acceptable to Purchaser**

- 8.1 The Purchaser warrants that:
- (a) it has satisfied itself about all approvals or consents for the purposes for which the Property may be used under the Environment Protection Act, Planning and Environment Act, the Local Government Act, or other applicable legislation or any Authority including, without limiting this special condition:
    - (i) any proposals which the Purchaser may have for the subdivision, development or use of the Property; and
    - (ii) any proposals or applications which any third party may have made which may affect the Property, and
  - (b) it accepts that the Vendor makes no warranties about any of these matters, other than where the Vendor is required by any statute to provide such warranty; and
  - (c) the Purchaser will not make any requisition, objection, Claim, claim for compensation, delay payment of the Residue, rescind or terminate this contract (subject to any statutory overriding rights to the contrary available to the Purchaser) in relation to matters referred to in this special condition.

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## **9 Compliance with legislation**

- 9.1 The Vendor makes no warranty or representation about whether or not the Property complies with all statutes, ordinances and regulations applicable to the Property, or to the use of the Property.
- 9.2 The Purchaser must comply with all laws made or notices or orders issued on or from the Day of Sale for the Property or the use of the Property by any Authority.

- 9.3 The Purchaser cannot make any requisition, objection, Claim or claim for compensation for any of the matters or things referred to in this special condition and (except where entitled by statute) is not entitled to rescind or terminate this contract because of any of the matters or things referred to in this special condition.

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## **10 Vendor's costs and other charges**

- 10.1 The Purchaser must pay:
- (a) all costs and expenses (including any borrowing expenses and any legal costs on a solicitor and own client basis) incurred by the Vendor for any default by the Purchaser under this contract, including any additional cost of finance and interest payable arising as a result of the Vendor not having use of the Residue to finance its purchase; and
  - (b) all fees, taxes and charges which are payable under this contract or the transfer of land or any payment, receipt or other transaction contemplated by this contract.
- 10.2 The Purchaser acknowledges that default interest (calculated as set out in general condition 33) accrues on the amounts set out in special condition 10.1.

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## **11 FIRB Act**

- 11.1 The Purchaser warrants that:
- (a) it is not a foreign person within the meaning of the FIRB Act; or
  - (b) it is a foreign person within the meaning of the FIRB Act and the Treasurer of the Commonwealth of Australia has advised in writing before the Settlement Date that the Treasurer has no objection to the acquisition of the Property by the Purchaser.
- 11.2 The Purchaser indemnifies the Vendor against any loss, damage, cost, expense, claim or demand that may be brought against the Vendor or which the Vendor may pay, sustain or incur in relation to any breach by the Purchaser of this special condition.

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## **12 Swimming Pools and Smoke Alarms**

- 12.1 In the event that an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at his expense to comply with the provisions of the Building Act 1993 and the Building Regulations 2006 and in particular Part 7 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. Further, the purchaser should note that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with the Building regulations 2006 within 30 days after completion of any Contract of Sale. The purchaser acknowledges that any price negotiated or any winning bid at auction is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

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## **13. Pool and Spa Compliance**

- 13.1 The purchaser agrees that they will be responsible to comply with any notice, order, demand

or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

- 13.2 The purchaser is aware that they may have to:
- a. Register the pool or spa with the local council if the vendor has not already done so.
  - b. Arrange a private inspection and obtain a report at their cost;
  - c. Comply with all the requirements of the report;
  - d. Arrange any further inspections at their cost; and
  - e. Provide the local council with a Certificate of Compliance and pay the required fee.
- 13.3 The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.
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## **14. Adjustments**

- 14.1 The Purchaser agrees to provide to Spanos Lawyers the Statement of Adjustments and all property certificates obtained by them to complete any adjustments and/or deductions against the Vendor no later than 7 days before settlement. At the time that the Purchaser or their representative provides the Statement of Adjustments, proof is required to justify any authority or figure that has been listed therein. Justification must be by way of copies of certificates which are valid to the date of settlement and obtained by the Purchaser's representative in order to verify the information allowed for in such adjustments. The Vendor will not be obliged to provide or agree to payment directions until this condition has been complied with. The Purchaser acknowledges that they will be in default of this Contract if this condition is not adhered to.

## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 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.

- 6.4 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 directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 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.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

- 7.1 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.
- 7.2 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.

## 8. SERVICES

- 8.1 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.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 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.
- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 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.
- 11.5 Subject to general condition 11.6, 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.
- 11.6 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 11.5 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 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.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. 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.

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.



- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

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## Money

### 14. DEPOSIT

- 14.1 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.
- 14.2 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.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
  - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 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.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 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.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 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 lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

- 20.1 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.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
  - (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

- 23.1 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.
- 23.2 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.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
  - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and



- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. 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.

## 30. TERMS CONTRACT

30.1 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.

30.2 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.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 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.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 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 31.2 at settlement.
- 31.5 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.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. 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

### 33. INTEREST

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

### 34. DEFAULT NOTICE

34.1 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.

34.2 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.

### 35. DEFAULT NOT REMEDIED

35.1 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.

35.2 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.

35.3 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.

35.4 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.

35.5 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:

Witness.....

Director (Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

Director (Sign)

## FORM OF GENERAL NON-ENDURING POWER OF ATTORNEY

This general non-enduring power of attorney is made under Part 2 of  
the **Powers of Attorney Act 2014** and has effect as a deed.

This general non-enduring power of attorney is made on the:

Print date here

Fourteenth day of November, 20 18

Print your full name here

I, Samuel Geoffrey Shallard

Print your address here

of 59 Berryfield Rd Yarmouth ME USA 04096

Print the full name of  
your attorney here

Cross out the following option if you wish to appoint more than one attorney.

appoint Rosalind Shallard Hopkins

Print your attorney's  
address here

of 95 Marine Drive Safety Beach Vic 3936

to be my attorney

OR

Print the full name of  
your first attorney here

Cross out the following option if you wish to appoint one attorney.

appoint \_\_\_\_\_

Print your first attorney's  
address here

of \_\_\_\_\_

Print the full name of your  
second attorney here

and \_\_\_\_\_

Print your second  
attorney's address here

of \_\_\_\_\_

Tick one of the  
following options

☐ jointly to be my attorneys ☐ jointly and severally to be my  
attorneys

This is a true copy of the document presented  
to me on 28/11/2018

Joel Willcox  
Consular Officer  
Embassy of Australia  
Washington, DC  
Telephone +1 202 797 3183



General non-enduring power of  
attorney form

Print name of  
alternative attorney

Print address of  
alternative attorney

Print name of attorney  
in respect of whom  
alternative attorney is  
appointed

Print name of  
alternative attorney

Print address of  
alternative attorney

Print name of attorney  
in respect of whom  
alternative attorney is  
appointed

and I appoint Peter Douglas Hopkins  
of 95 Marine Drive Safety Beach Vic 3936  
as alternative attorney for: Rosalind Shallard Hopkins

~~Cross out the following option if you wish to appoint just one alternative attorney.~~

~~and I appoint \_\_\_\_\_  
of \_\_\_\_\_  
as alternative attorney for: \_\_\_\_\_~~

I **authorise** my attorney(s) to do on my behalf anything that I may  
lawfully authorise an attorney to do.

I specify that this power of attorney begins:

Tick one of the  
following options,  
if no option is chosen  
the power begins  
immediately

☒ immediately

☐ on this date \_\_\_\_\_  
insert date

☐ on this occasion \_\_\_\_\_  
insert occasion

Sign your name here

Signed as a deed by: 

This is a true copy of the document presented  
to me on

28/11/2018  
Joel Willcox  
Consular Officer  
Embassy of Australia  
Washington, DC  
Telephone +1 202 797 3183



# 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**

17 Pinehill Drive, Pakenham 3810

**Vendor's name**

Samuel Geoffrey Shallard

**Date**  
/ /

**Vendor's  
signature**

Signed by Rosalind Shallard Hopkins pursuant to the General Non Enduring Power of Attorney of Samuel Geoffrey Shallard dated 14 November 2018.

**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) Are contained in the attached certificate/s.

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

	To	
Other particulars (including dates and times of payments):		

### 1.3 Terms Contract

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

Not Applicable.

### 1.4 Sale Subject to Mortgage

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

Not Applicable.

### 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

## 2 INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3 LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

### 3.2. Road Access

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

☐

### 3.3. Designated Bushfire Prone Area

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

☒

### 3.4. Planning Scheme

Attached is a certificate with the required specified information.

## 4 NOTICES

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

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

Not Applicable.

### 4.2. Agricultural Chemicals

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

Not Applicable.

### 4.3. Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

Not Applicable.

## 5 BUILDING PERMITS

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):

Not Applicable.

## 6 OWNERS CORPORATION

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

Not Applicable.

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

Not Applicable.

## 8 SERVICES

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

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

## 9 TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<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):

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

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

## 13 ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 10136 FOLIO 526

Security no : 124117256565Q  
Produced 07/08/2024 05:32 PM

### LAND DESCRIPTION

Lot 10 on Plan of Subdivision 320814U.  
PARENT TITLE Volume 10099 Folio 868  
Created by instrument S427046F 08/10/1993

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
SAMUEL GEOFFREY SHALLARD of 3 MEADOW WAY YARMOUTH MAINE UNITED STATES OF  
AMERICA  
T058436J 29/04/1994

### ENCUMBRANCES, CAVEATS AND NOTICES

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 PS320814U 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: 17 PINEHILL DRIVE PAKENHAM VIC 3810

DOCUMENT END

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS320814U</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>07/08/2024 20:45</b>

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<b>PLAN OF SUBDIVISION</b>		STAGE No.	LTO USE ONLY <b>EDITION 2</b>	PLAN NUMBER <b>PS 320814U</b>
----------------------------	--	-----------	----------------------------------	----------------------------------

<p style="text-align: center;"><b>LOCATION OF LAND</b> <b>NAR NAR GOON</b></p> <p><b>PARISH:</b></p> <p><b>TOWNSHIP:</b></p> <p><b>SECTION:</b></p> <p><b>CROWN ALLOTMENT:</b> PART C.A 37A &amp; 37B</p> <p><b>CROWN PORTION:</b></p> <p><b>LTO BASE RECORD:</b> CHART: 7 (3272) <b>TITLE REFERENCES:</b> VOL 9427 FOL 307</p> <p><b>LAST PLAN REFERENCE/S:</b> LOT 5 LP136751</p> <p><b>POSTAL ADDRESS:</b> RYAN ROAD (At time of subdivision) PAKENHAM 3810</p> <p><b>AMG Co-ordinates</b> E 369 100 ZONE: 55 (of approx centre of land in plan) N 5,184,000</p>	<p style="text-align: center;"><b>COUNCIL CERTIFICATION AND ENDORSEMENT</b></p> <p>COUNCIL NAME: SHIRE OF PAKENHAM REF: P.4335 B-1</p> <p>1. This plan is certified under Section 6 of the Subdivision Act 1988.</p> <p>2. <del>This plan is certified under Section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under Section 6.</del></p> <p>3. <del>This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</del></p> <p><b>OPEN SPACE</b></p> <p>(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has <del>has not</del> been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) <del>The requirement is to be satisfied in Stage</del></p> <p>Council Delegate _____ Council Seal _____ Date 31 / 8 / 1992</p> <p><del>Re-certified under Section 11(7) of the Subdivision Act 1988.</del> Council Delegate _____ Council Seal _____ Date ____ / ____ / ____</p>
---	---

<b>VESTING OF ROADS AND/OR RESERVES</b>	
IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

<b>NOTATIONS</b>	
STAGING This is/is not a staged subdivision. Planning permit No.	P 4335 B
DEPTH LIMITATION <b>DOES NOT APPLY</b>	
LOTS 3, 4, 11 & 12.	

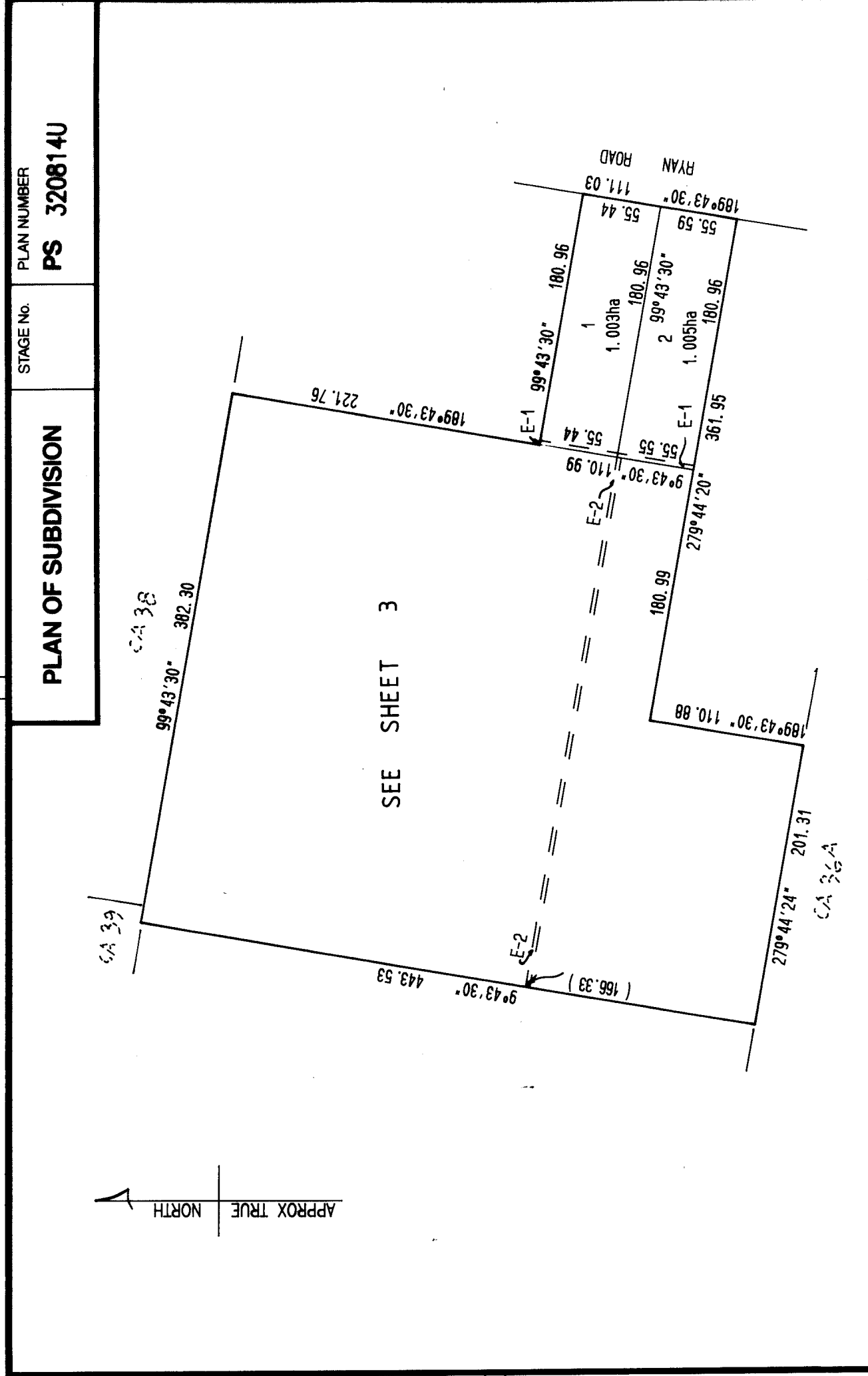
SURVEY: THIS PLAN IS/IS NOT BASED ON SURVEY  
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s)  
IN PROCLAIMED SURVEY AREA No.

<b>EASEMENT INFORMATION</b>					<b>LTO USE ONLY</b>
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT  RECEIVED <input checked="" type="checkbox"/>  DATE 26 / 10 / 92
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE	3	THIS PLAN	LOTS 1 & 2	THIS IS AN L.T.O. COMPILED PLAN  CHECKED 13 / 10 / 95  Assistant Registrar of Titles
E-2	DRAINAGE	3	THIS PLAN	LOTS IN THIS PLAN	
E-3	DRAINAGE	3	THIS PLAN	LOTS 5 to 10 & 13 to 20	
R-1	WAY, DRAINAGE, GAS, SEWERAGE, TELEPHONE, ELECTRICITY, DATA TRANSMISSION & WATER SUPPLY.	20	THIS PLAN	LOTS 5 to 10 & 13 to 20	

	LICENSED SURVEYOR (PRINT) <b>Bryan Walsh</b> SIGNATURE _____ DATE ____ / ____ / ____ REF _____ VERSION _____	SHEET 1 OF 3 SHEETS DATE ____ / ____ / ____ COUNCIL DELEGATE SIGNATURE _____ ORIGINAL SHEET SIZE <b>A3</b>
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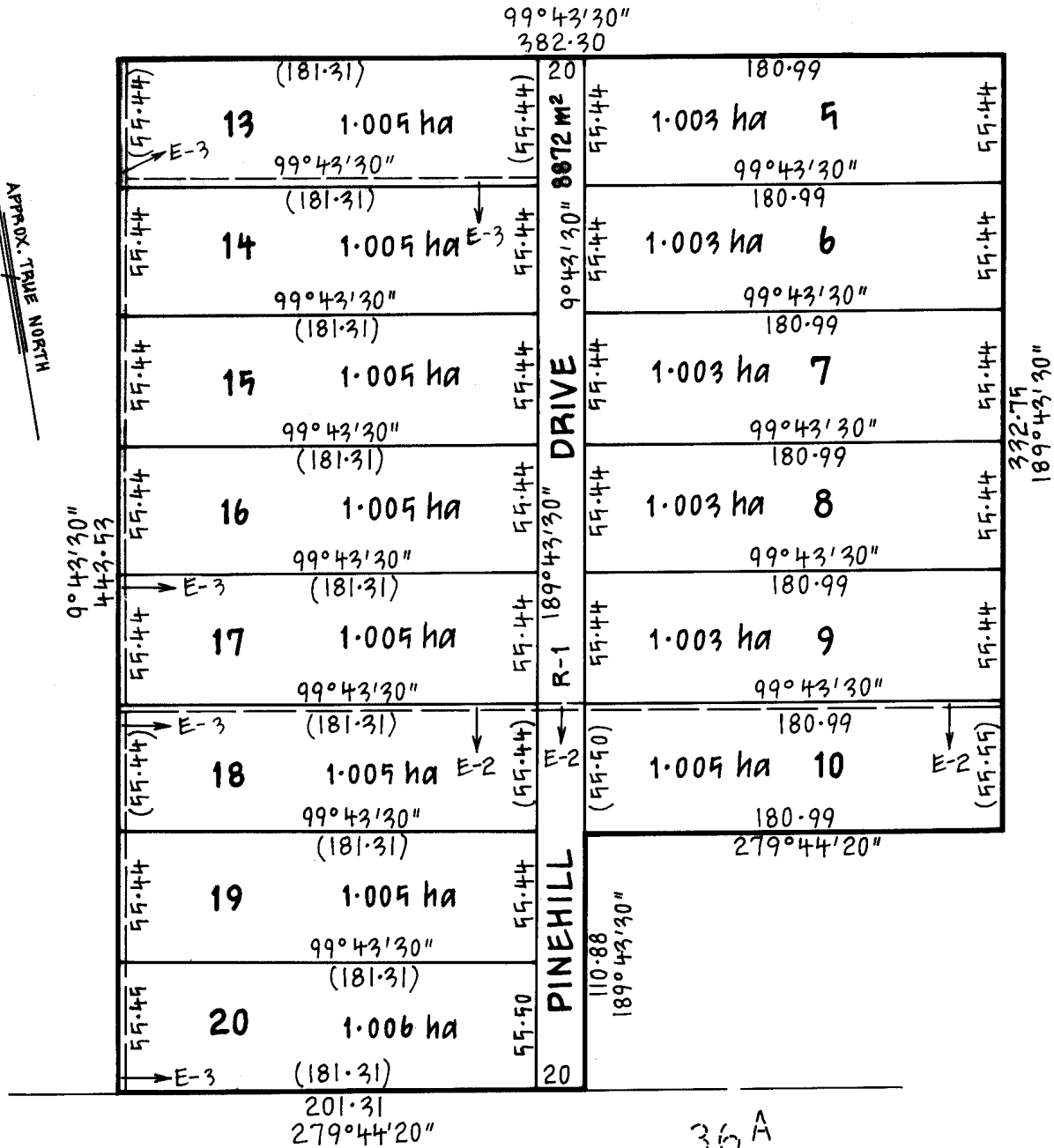
SHEET 2 OF 3 SHEETS	
LICENSED SURVEYOR (PRINT) <b>Bryan Walsh</b>	
SIGNATURE	DATE / /
REF	VERSION
ORIGINAL SCALE	SHEET SIZE
2500	A3
LENGTHS ARE IN METRES	
25 0 25 50 75 100 125	
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm	
COUNCIL DELEGATE SIGNATURE	
DATE / /	

# PLAN OF SUBDIVISION

STAGE No.

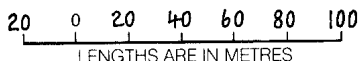
PLAN NUMBER

PS 320814U



**WATSONS PTY. LTD.**

SURVEYORS · ENGINEERS · TOWN PLANNERS  
5 MAIN ST. MORNINGTON 3931. (059) 75 4644



ORIGINAL  
SCALE SHEET  
SIZE  
1:2000 A3

LICENSED SURVEYOR (PRINT) **IAN THOMAS MUIR**  
SIGNATURE ..... DATE / /  
REF 32031 VERSION 2

SHEET 3 OF 3 SHEETS

DATE / /  
COUNCIL DELEGATE SIGNATURE

**MODIFICATION TABLE**  
**RECORD OF ALL ADDITIONS OR CHANGES**  
**TO THE PLAN**

PLAN NUMBER

PS 320814U

[illegible]



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mary Spanos  
1/1265 Nepean Highway  
CHELTENHAM 3192

Client Reference: Shallard

NO PROPOSALS. As at the 7th 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 LANDATA®.

17 PINEHILL DRIVE, PAKENHAM 3810  
SHIRE OF CARDINIA

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: 7th August 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 73806038 - 73806038203819 'Shallard'**

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 August 2024 08:45 PM

## PROPERTY DETAILS

Address: **17 PINEHILL DRIVE PAKENHAM 3810**

Lot and Plan Number: **Lot 10 PS320814**

Standard Parcel Identifier (SPI): **10\PS320814**

Local Government Area (Council): **CARDINIA**

Council Property Number: **4689400600**

Planning Scheme: **Cardinia**

Directory Reference: **Melway 317 K9**

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

[Planning Scheme - Cardinia](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **PAKENHAM**

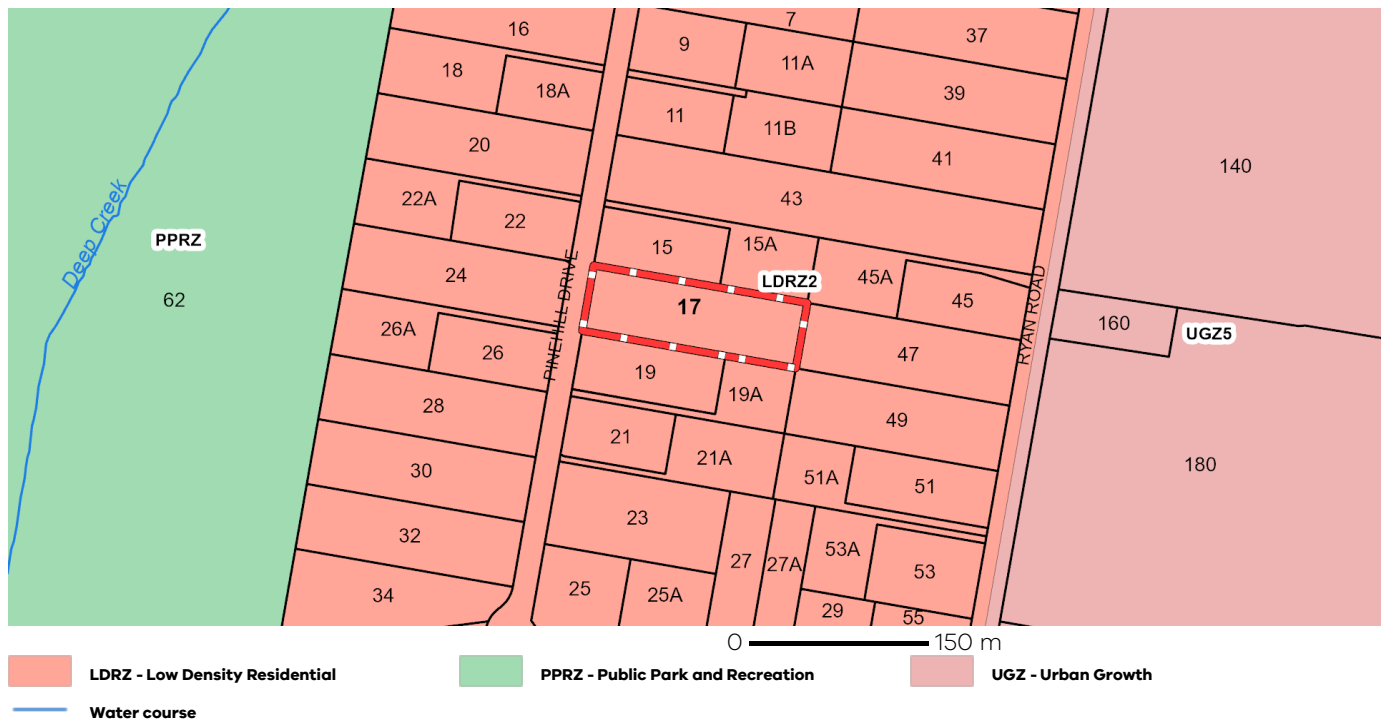
## OTHER

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

[View location in VicPlan](#)

## Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)  
[LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 2 \(LDRZ2\)](#)



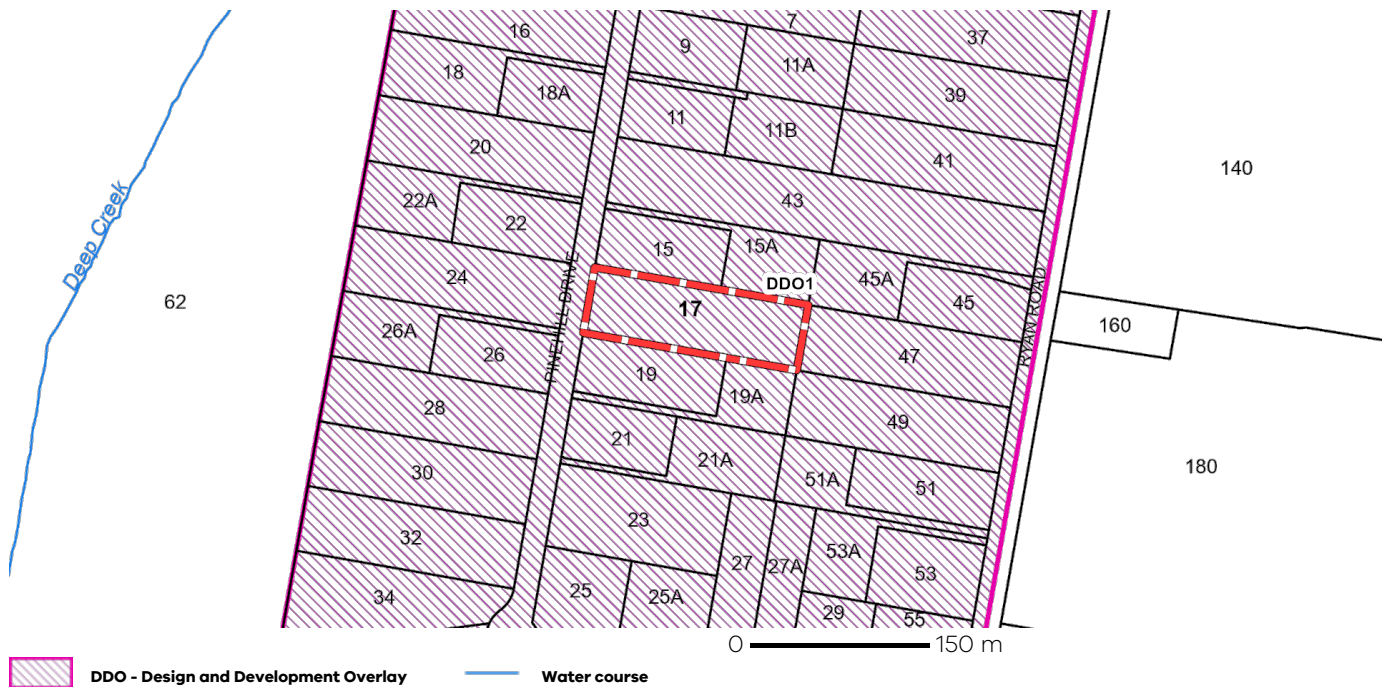
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.



## Planning Overlays

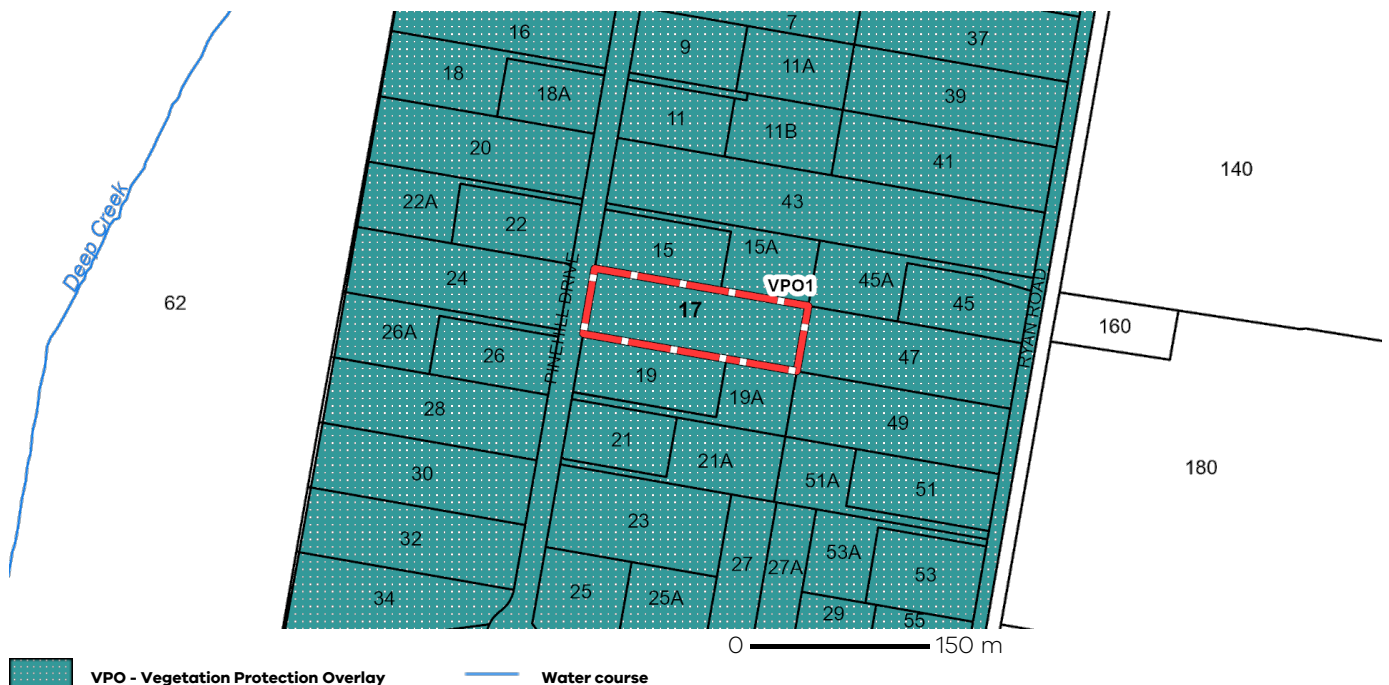
### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)



### VEGETATION PROTECTION OVERLAY (VPO)

#### VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[FLOODWAY OVERLAY \(FO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)



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

## Further Planning Information

Planning scheme data last updated on 6 August 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

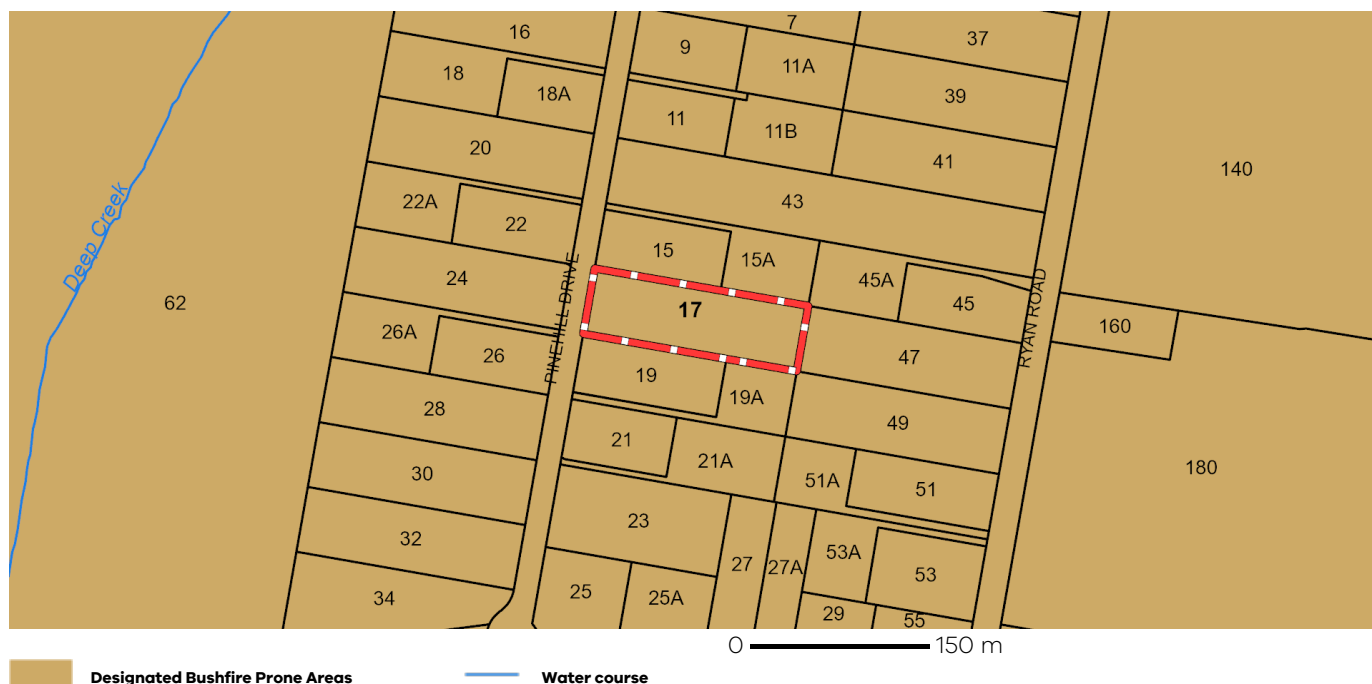
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.**

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

## Native Vegetation

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

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

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

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1056782

## APPLICANT'S NAME & ADDRESS

MARY SPANOS C/- LANDATA  
MELBOURNE

## VENDOR

SHALLARD, GEOFFREY

## PURCHASER

X, X

## REFERENCE

Shallard

This certificate is issued for:

LOT 10 PLAN PS320814 ALSO KNOWN AS 17 PINEHILL DRIVE PAKENHAM  
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 2
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

07 August 2024

**Sonya Kilkeny**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

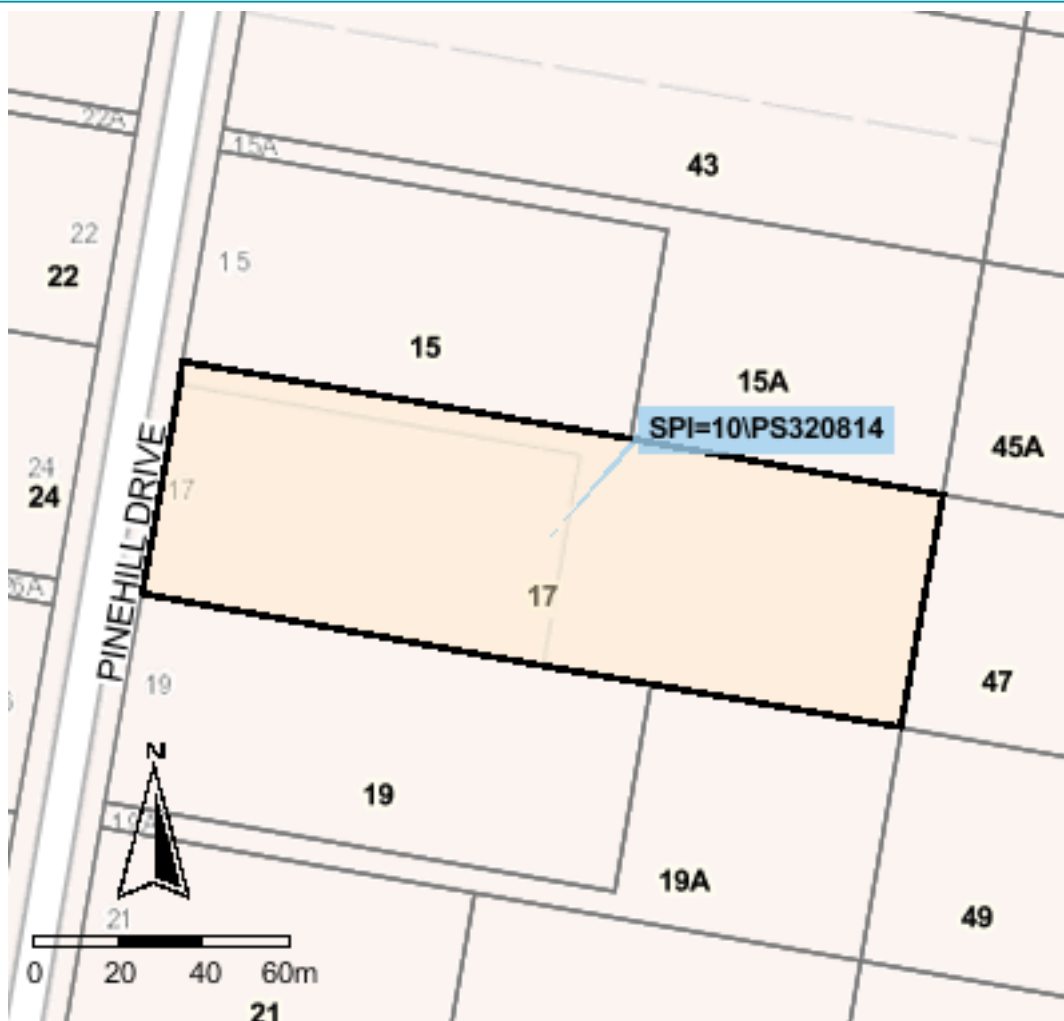
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

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

### Privacy Statement

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

Contact Name Kellie Myles  
Telephone 13 21 61  
Facsimile 03 9628 6853  
Your Ref: **73806038-012-0**

9 August 2024

Mary Spanos  
c/- Landata  
GPO Box 527  
MELBOURNE VIC 3001

Dear Sir/Madam,

**Growth Areas Infrastructure Contribution (GAIC)**

**17 Pinehill Drive, Pakenham (Volume 10136 Folio 526) - (the land)**

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 7 August 2024 in respect of the land.

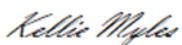
GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at [www.sro.vic.gov.au](http://www.sro.vic.gov.au)

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely



**Kellie Myles**  
Senior Customer Service Officer  
Land Revenue Administration Branch



27 April 2023

Miss Chantelle Perry  
Nilsson, Noel & Holmes (Surveyors) Pty Ltd  
PO BOX 5628  
Cranbourne VIC 3977

[chantelle@nnhsurveyors.net.au](mailto:chantelle@nnhsurveyors.net.au)

Dear Sir/Madam,

**Application No.:** T220142 PA  
**Property No.:** 4689400600  
**Address:** L10 PS320814 V10136 F526, 17 Pinehill Drive, Pakenham VIC 3810  
**Proposal:** Subdivision of land into two (2) lots

I refer to the above planning permit application and wish to advise that a permit has been granted. Please find enclosed your copy of the permit and endorsed plans.

Your attention is drawn to the conditions of the permit. Please read these conditions carefully and check as to whether there are any steps which you need to take prior to commencing the use or the development, including submission of additional plans.

Please be aware that it is your responsibility to ensure that all of the conditions on the permit are complied with and that the permit remains valid. Council does not advise you when the permit will expire.

Please note if the permit relates to a subdivision, a change in street number allocation may occur.

This permit should be kept in a safe place for future reference.

*From the 1<sup>st</sup> July 2022, Council has introduced a fee relating to the endorsement of plans required under a planning permit. The \$180.00 fee is proposed to be charged for Condition 1 plans and any other plans that require endorsement by Council. The \$180.00 fee will not be charged upon the first lodgement of plans but will be charged where required, upon subsequent lodgements.*

If you have any further queries regarding this matter, please contact Council's Planning and Design Team on **5943 4529** or [mail@cardinia.vic.gov.au](mailto:mail@cardinia.vic.gov.au).

Yours faithfully,



**Milita Jap**  
**Statutory Planner**

# PLANNING PERMIT

Form 4

**Planning Scheme:** Cardinia Planning Scheme  
**Responsible Authority:** Cardinia Shire Council

**PLANNING PERMIT NUMBER:** T220142 PA

**ADDRESS OF THE LAND:** L10 PS320814 V10136 F526, 17 Pinehill Drive, Pakenham VIC 3810

**THIS PERMIT ALLOWS:** Subdivision of land into two (2) lots, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

---

### General

1. The layout of the subdivision, as shown on the approved plans, must not be altered or modified without the consent in writing of the Responsible Authority.
2. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas (where it is proposed to be connected) services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
3. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
4. The plan of subdivision submitted for certification under the *Subdivision Act 1988* must be referred to the relevant authority in accordance with Section 8 of that Act.

### Telecommunications

5. The owner of the land must enter into an agreement with:
  - a. A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
  - b. A suitably qualified person for the provision of fibre ready telecommunications facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
6. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivisions Act 1988*, the owner of the land must provide written confirmation from:
  - a. A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
  - b. A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with the industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

---

**Date Issued:** 27 April 2023

**Signature for the Responsible Authority:**





# PLANNING PERMIT

Form 4

*Planning Scheme:* Cardinia Planning Scheme  
*Responsible Authority:* Cardinia Shire Council

PLANNING PERMIT NUMBER: T220142 PA

ADDRESS OF THE LAND: L10 PS320814 V10136 F526, 17 Pinehill Drive, Pakenham VIC 3810

THIS PERMIT ALLOWS: Subdivision of land into two (2) lots, generally in accordance with the approved plans

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

---

### Access and drainage

7. Before the issue of a Statement of Compliance, the following must be completed to the satisfaction of the Responsible Authority:
- Appropriate driveway access and drainage connection points must be provided to all lots to the satisfaction of the Responsible Authority.
  - Construction of residential standard concrete or asphalt vehicle crossings must be provided to service both proposed lots.

### Expiry:

8. This permit for subdivision will expire if-
- the subdivision is not commenced within **two (2) years** of the date of this permit; or
  - the subdivision is not completed within **five (5) years** of the date of commencement.

In accordance with Section 69 of the *Planning and Environment Act 1987*, an application may be submitted to the Responsible Authority for an extension of the periods referred to in this condition.

### Notes:

- The starting of the subdivision is regarded by Section 68(3A) of the *Planning and Environment Act 1987* as the certification of a plan, and completion is regarded as the registration of the plan
- A 'Vehicle Crossing Permit' must be obtained from the Responsible Authority prior to the commencement of any works associated with the proposed vehicle crossing.
- This Planning Permit does not represent the approval of other departments of Cardinia Shire Council or other authorities.

---

Date Issued: 27 April 2023

Signature for the Responsible Authority:



## IMPORTANT INFORMATION ABOUT THIS NOTICE

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### WHAT HAS BEEN DECIDED?

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The Responsible Authority has issued a permit.

(Note: This is not a permit granted under Division 5 of Part 4 of the *Planning and Environment Act 1987*.)

---

### WHEN DOES A PERMIT BEGIN?

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A PERMIT OPERATES:

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

---

### WHEN DOES A PERMIT EXPIRE?

---

A PERMIT FOR THE DEVELOPMENT OF LAND EXPIRES IF:

- a) The development or any stage of it does not start within the time specified in the permit, or
- b) The development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two (2) years of the issue of the permit, unless the permit contains a different provision, or
- c) The development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in case of a subdivision or consolidation within five (5) years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.

A PERMIT FOR THE USE OF LAND EXPIRES IF:

- a) The use does not start within the time specified in the permit, or if no time is specified, within two (2) years of the issue of within two years after the issue of the permit; or
- b) The use is discontinued for a period of two (2) years.

A PERMIT FOR THE DEVELOPMENT AND USE OF THE LAND EXPIRES IF:

- a) The development or any stage of it does not start within the time specified in the permit, or
- b) The development or any stage of it is not completed within the time specified in the permit, or if no time is specified within two years after the issue of the permit.
- c) The use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
- d) The use is discontinued for a period of two (2) years.

If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision:

- a) The use or development of any stage is to be taken to have started when the
- b) Plan is certified; and
- c) The permit expires if the plan is not certified within two years of the issue of the permit.

The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

---

### WHAT ABOUT APPEALS?

---

The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.

An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.

An application for review is lodged with the Victorian Civil and Administrative Tribunal.

An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.

An application for review must state the grounds upon which it is based.

An application for review must also be served on the Responsible Authority.

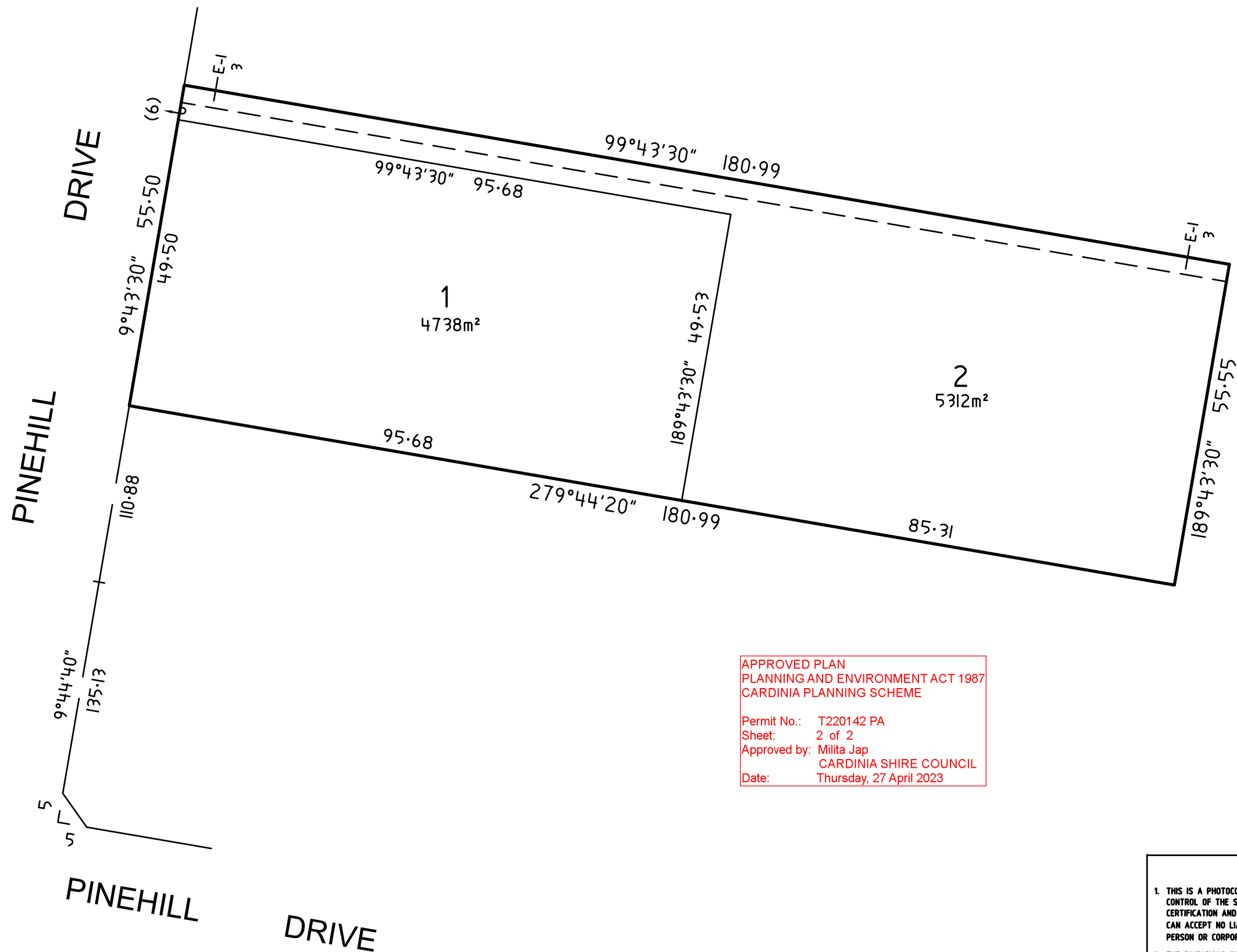
Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal

Victoria Civil and Administrative Tribunal, Planning List  
55 King Street, MELBOURNE VIC 3000  
Ph (03) 9628 9777 Fax: (03) 9628 9789

PLAN OF SUBDIVISION						LV USE ONLY EDITION		PLAN NUMBER PS 906910J			
<div>LOCATION OF LAND</div> <div>Parish: NAR NAR GOON</div> <div>Township: -</div> <div>Section: -</div> <div>Crown Allotment: 37B (PART)</div> <div>Crown Portion: -</div> <div>Title Reference: VOL 10136 FOL 526</div> <div>Last Plan Reference: LOT 10 ON PS 320814U</div> <div>Postal Address: 17 PINEHILL DRIVE, (at time of subdivision) PAKENHAM 3810</div> <div>MGA94 Co-ordinates: (of approx. centre of land in plan)<div>E 369 320      Zone: 55 N 5 784 220</div></div>						<div>Council Name: CARDINIA SHIRE COUNCIL</div> <div><div>APPROVED PLAN PLANNING AND ENVIRONMENT ACT 1987 CARDINIA PLANNING SCHEME</div><div>Permit No.: T220142 PA Sheet: 1 of 2 Approved by: Milita Jap CARDINIA SHIRE COUNCIL Date: Thursday, 27 April 2023</div></div>					
VESTING OF ROADS AND / OR RESERVES						NOTATIONS					
IDENTIFIER		COUNCIL / BODY / PERSON									
NIL		NIL									
NOTATIONS											
<div>Depth Limitation: DOES NOT APPLY</div> <div>Staging: This is not a staged subdivision. Planning Permit No.</div> <div>Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) In proclaimed Survey Area No. 71</div>						<div><div>WARNING</div><div>1. THIS IS A PHOTOCOPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, NILSSON, NOEL &amp; HOLMES (SURVEYORS) PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE. 2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO FINAL SURVEY.</div></div>					
EASEMENT INFORMATION											
LEGEND: A - Appurtenant Easement                  E - Encumbering Easement                  R - Encumbering Easement (Road)											
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of							
E-1	DRAINAGE	3	PS 320814U	LOTS ON PS 320814U							
<div><div><div>Nilsson, Noel &amp; Holmes (Surveyors) Pty. Ltd.</div><div>A.C.N. 067 949 615</div><div>Surveyors, Engineers &amp; Town Planners</div><div>8A Codrington Street, Cranbourne 3977</div><div>Phone (03) 5996 4133 Email: mail@nnhsurveyors.net.au</div></div><div><div>REF: 211156 DWG No. 211156S 23/02/2022</div><div>LICENSED SURVEYOR: GRANT T. NAPPER                  VER 02</div></div><div><div>ORIGINAL SHEET SIZE: A3</div><div>Sheet 1 of 2 sheets</div></div></div>											

PLAN OF SUBDIVISION

PLAN NUMBER  
PS 906910J



APPROVED PLAN  
PLANNING AND ENVIRONMENT ACT 1987  
CARDINIA PLANNING SCHEME  
  
Permit No.: T220142 PA  
Sheet: 2 of 2  
Approved by: Milita Jap  
CARDINIA SHIRE COUNCIL  
Date: Thursday, 27 April 2023

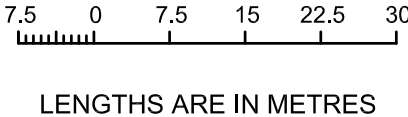
**WARNING**

1. THIS IS A PHOTOCOPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, NILSSON, NOEL & HOLMES (SURVEYORS) PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.
2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO FINAL SURVEY.

**Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.**  
A.C.N. 067 949 615  
Surveyors, Engineers & Town Planners  
8A Codrington Street, Cranbourne 3977  
Phone (03) 5996 4133 Email: mail@nnhsurveyors.net.au



SCALE  
1:750



REF: **211156** DWG No. 211156S 23/02/2022

LICENSED SURVEYOR:  
GRANT T. NAPPER VER 02

ORIGINAL SHEET  
SIZE: A3

SHEET 2

27 June 2022

Stephen Craig  
E-mail: [admin@craigcivil.com.au](mailto:admin@craigcivil.com.au)

Dear Stephen,

**PRELIMINARY SERVICING ADVICE FOR LOT 10 17 PINEHILL DRIVE PAKENHAM**  
**OUR REFERENCE: CASE NUMBER 41768971 FILE 21PD8172**  
**YOUR REFERENCE: CCQ211038**

I refer to your application requesting Preliminary Servicing Advice for the provision of South East Water's drinking water, recycled water and/or sewerage facilities to the above property. We are able to provide you with the following general servicing advice for the proposed development based on the information provided.

This preliminary servicing advice has been prepared based on the information available at the time, however we reserve the right to vary this advice in the future as circumstances change without further notification.

**DRINKING WATER**

The existing 100mm UPVC water main located in Pinehill Drive has sufficient capacity to service the proposed development, as shown on the attached 'Water Indicative Alignment Plan'.

**SEWER**

To provide sewerage facilities to the proposed development, it will be necessary to construct the following reticulated sewer mains as shown on the attached 'Sewer Indicative Alignment Plan':

- Construct approximately 165 metres of sewer main from existing manhole EMB17A-20S shown as 'A-B-C' and
- Construct approximately 180 metres of sewer main shown as 'B-D'.

**GENERAL**

This Preliminary Servicing Advice is assessed on a lot/s basis only for the proposed development.

To obtain hydraulic/plumbing servicing advice please apply for conditions via South East Water online portal 'PropertyConnect' or contact South East Water's Property Development Group on 9552 3770.

**CONTRIBUTIONS**

New Customer Contributions will apply to this development. The current rates are available on South East Water's website [www.southeastwater.com.au/developmentprices](http://www.southeastwater.com.au/developmentprices)

**FORMAL CONDITIONS**

To obtain South East Water's formal financial and servicing conditions apply online via [www.southeastwater.com.au](http://www.southeastwater.com.au)

- ➔ PropertyConnect
- ➔ Land Development
- ➔ Works Agreement

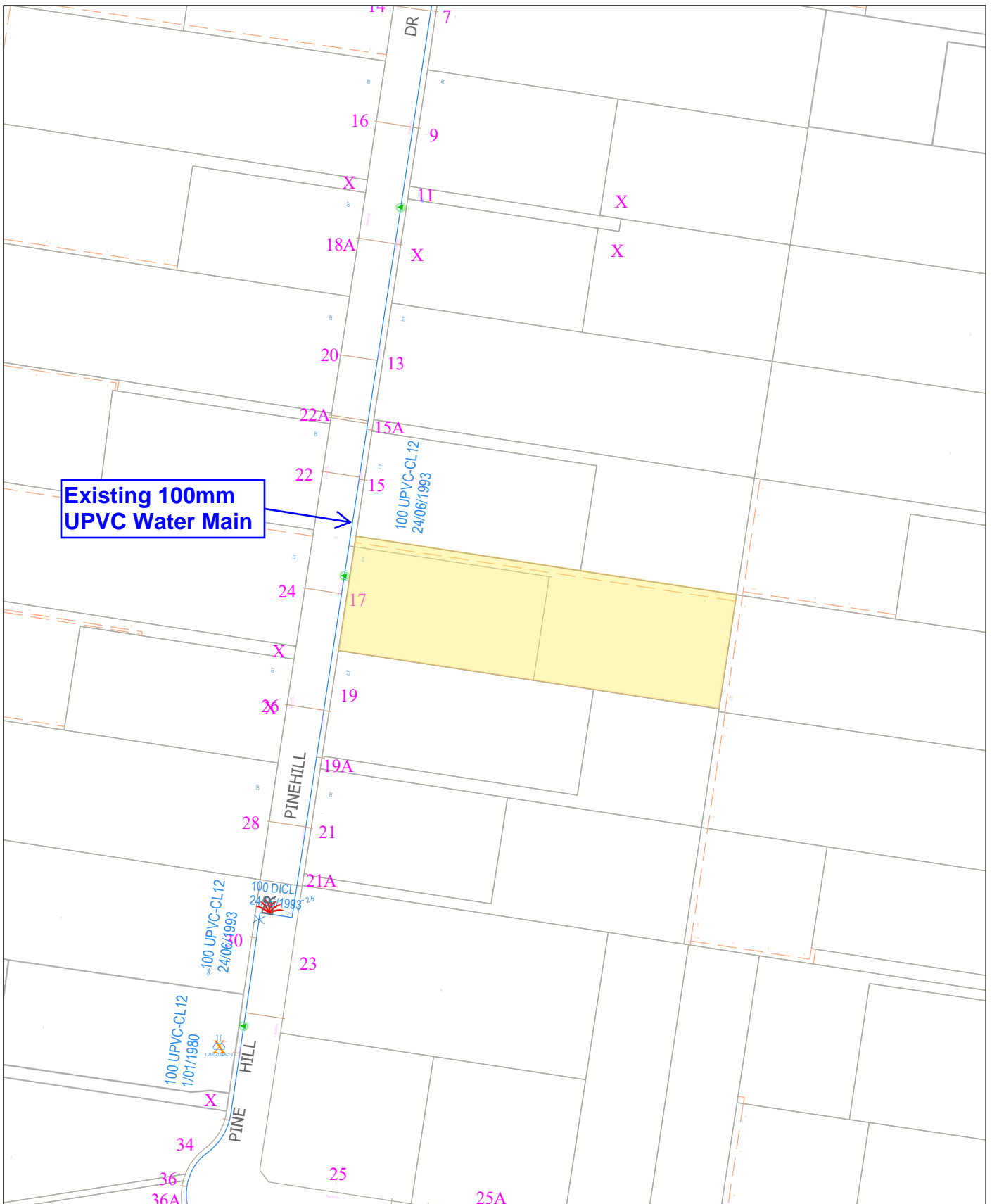
All works are to be carried out in accordance with the Melbourne Retail Water Agency (MRWA) edition of the Water Services Association of Australia (WSAA) Codes.

If you require further information, please contact Eloise Mellow on +613 9552 3451.

Yours sincerely



Damien Sherlock  
**DEVELOPMENT SOLUTIONS MANAGER**



## DRINKING WATER INDICATIVE ALIGNMENT PLAN



South East Water Corporation  
ABN 89 066 902 547

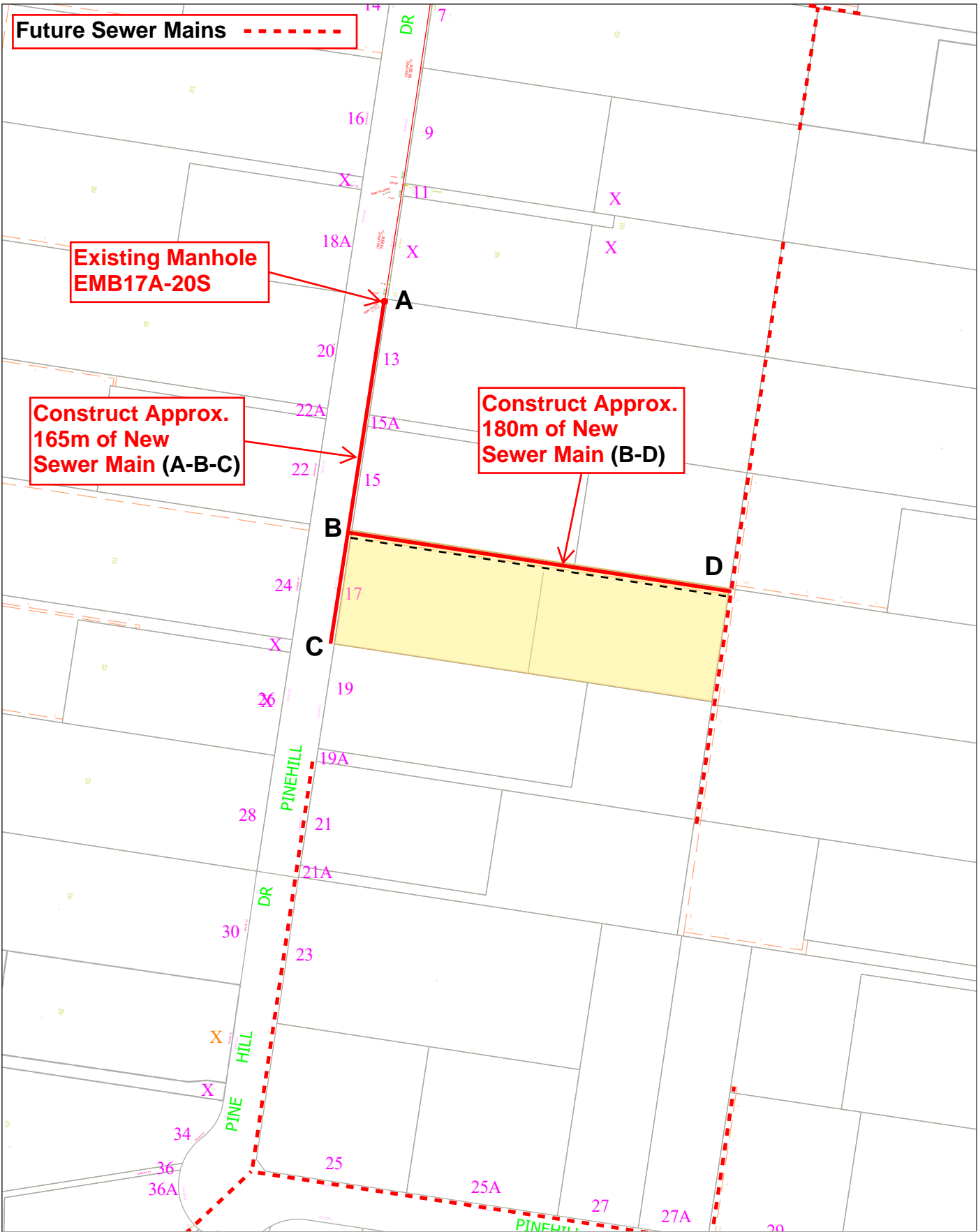


<b>DEVELOPMENT LOCATION:</b>		17 PINEHILL DRIVE, PAKENHAM	
<b>SOUTH EAST WATER REFERENCE:</b>		CASE 41768971	FILE 21PD8172
<b>PREPARED BY:</b>		ELOISE MELLOW	MEL REF: 317K09
<b>ORIGINAL SIZE: A4</b> <i>Note: Pipe sizes shown are the internal diameter</i>		<b>SCALE: 1:2500</b>	<b>MAX HGRL: 123.5M</b> <b>(103.5m + 20.0m surge)</b>
<b>LEGEND (PROPOSED WORKS)</b>		Hydrant	
Water main		Fireplug/Washout	
Valve		Tapper/Reducer	








### WARNING

This plan is issued solely for the purpose of assisting you in identifying South East Water's water assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions.

Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work (Refer to Development Agreement for further details).



**SEWER INDICATIVE ALIGNMENT PLAN**

<div><p>South East Water Corporation ABN 89 066 902 547</p></div> <div></div>	DEVELOPMENT LOCATION:		17 PINEHILL DRIVE, PAKENHAM	
	SOUTH EAST WATER REFERENCE:		CASE 41768971	FILE 21PD8172
	PREPARED BY:		ELOISE MELLOW	MEL REF: 317K09
	Original Size: A4 <i>Note: Pipe sizes shown are the internal diameter</i>		SCALE: 1:2500	B/T AREA: YES
<p><b>WARNING</b> This plan is issued solely for the purpose of assisting you in identifying South East Water's sewer assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work (Refer to Development Agreement for further details).</p>	LEGEND (PROPOSED WORKS)		Maintenance Hole	
	Sewer main		Inspection Shaft	
	Easement		Direction of flow	

LAND INFORMATION CERTIFICATE  
SECTION 121 LOCAL GOVERNMENT ACT 2020  
LOCAL GOVERNMENT (LAND INFORMATION)  
REGULATIONS 2021



Landata Counter Services  
DX 250639  
Melbourne Vic 3.001

CERTIFICATE NO: 80836  
APPLICANT REFERENCE: 73806038-015-1  
DATE: 9/08/2024

This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law or by 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 Council or the relevant Authority.

A fee may be charged for such information.

ASSESSMENT NO:	4689400600	VALUATIONS	
PROPERTY LOCATION:	17 Pinehill Dr	SITE VALUE:	1180000
	Pakenham 3810	CAPITAL IMPROVED VALUE:	1180000
TITLE DETAILS:	L10 PS320814 V10136 F526	NET ANNUAL VALUE:	59000
		LEVEL OF VALUE DATE:	01/01/24
		OPERATIVE DATE:	01/07/24

PROPERTY RATES & CHARGES

Rates and charges for the financial year ending 30 June 2025

RATES & CHARGES	LEVIED	BALANCE
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$5,686.07	\$5,686.07
INTEREST		\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$234.66	\$234.66
GARBAGE	\$0.00	\$0.00
GREEN WASTE LEVY	\$0.00	\$0.00

SPECIAL RATES /SPECIAL CHARGES

SCHEME NAME	ACTUAL AMOUNT	PRINCIPAL BALANCE	INTEREST BALANCE
Ryan Road Special Charge Scheme	\$1,572.01	\$0.00	\$0.00
		TOTAL SCHEME BALANCE	\$0.00

OPEN SPACE CONTRIBUTION

TOTAL OUTSTANDING \$5,920.73



Bill code: 858944  
Reference: 46894006009



**LAND INFORMATION CERTIFICATE  
SECTION 121 LOCAL GOVERNMENT ACT 2020  
LOCAL GOVERNMENT (LAND INFORMATION)  
REGULATIONS 2021**

17 Pinehill Dr  
Pakenham  
L10 PS320814 V10136 F526

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**NOTICES AND ORDERS**

Other Notices or Orders on the land that have been served by Council under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

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**OPEN SPACE CONTRIBUTION**

Any outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958:

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**FLOOD LEVEL**

A flood level has not been designated under the Building Regulations 1994.  
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

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**POTENTIAL LIABILITIES**

Notices and Orders issued as described above:

Other:


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**ADDITIONAL INFORMATION**

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

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I acknowledge having received the sum of \$29.70 being the fee for this certificate.

Delegated Officer:  .....

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**CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.  
PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.**

Mary Spanos  
E-mail: [certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

Statement for property:  
LOT 10 17 PINEHILL DRIVE  
PAKENHAM 3810  
10 PS 320814

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62D//19498/13	LANDATA CER 73806038-027-4	07 AUGUST 2024	47278430

## 1. Statement of Fees Imposed

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

### (a) By Other Authorities

<b>Melbourne Water Corporation Total Service Charges</b>	01/07/2024 to 30/09/2024	\$30.52
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### (b) By South East Water

<b>Subtotal Service Charges</b>	<b>\$30.52</b>
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<b>TOTAL UNPAID BALANCE</b>	<b>\$30.52</b>
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- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

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

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.

### ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)

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

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

### **Important Warnings**

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

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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

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

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

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

### 3. Disclaimer

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

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

AUTHORISED OFFICER:

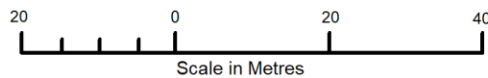
A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

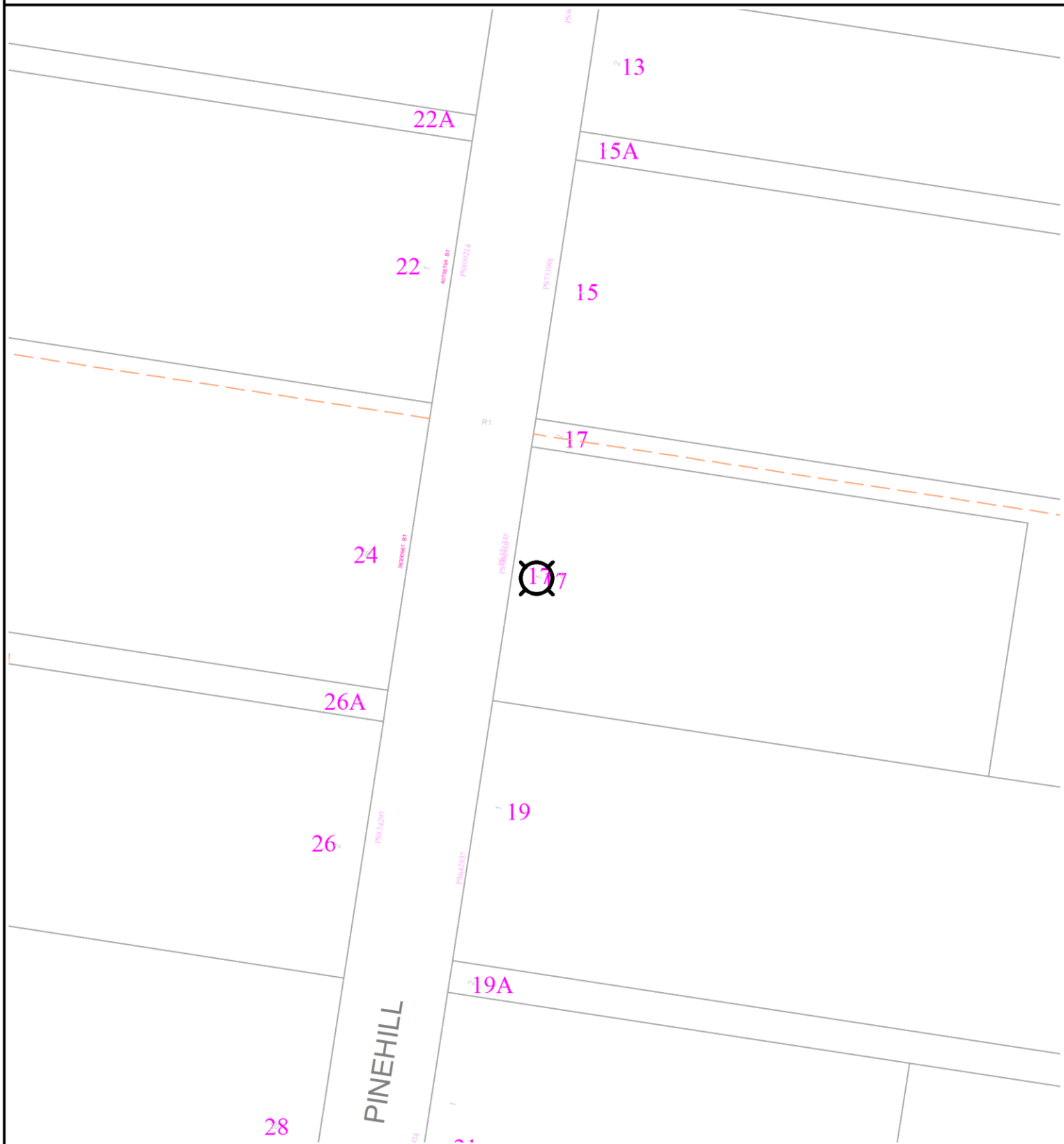
**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



Case Number: 47278430



Date: 07AUGUST2024



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

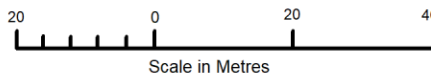
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

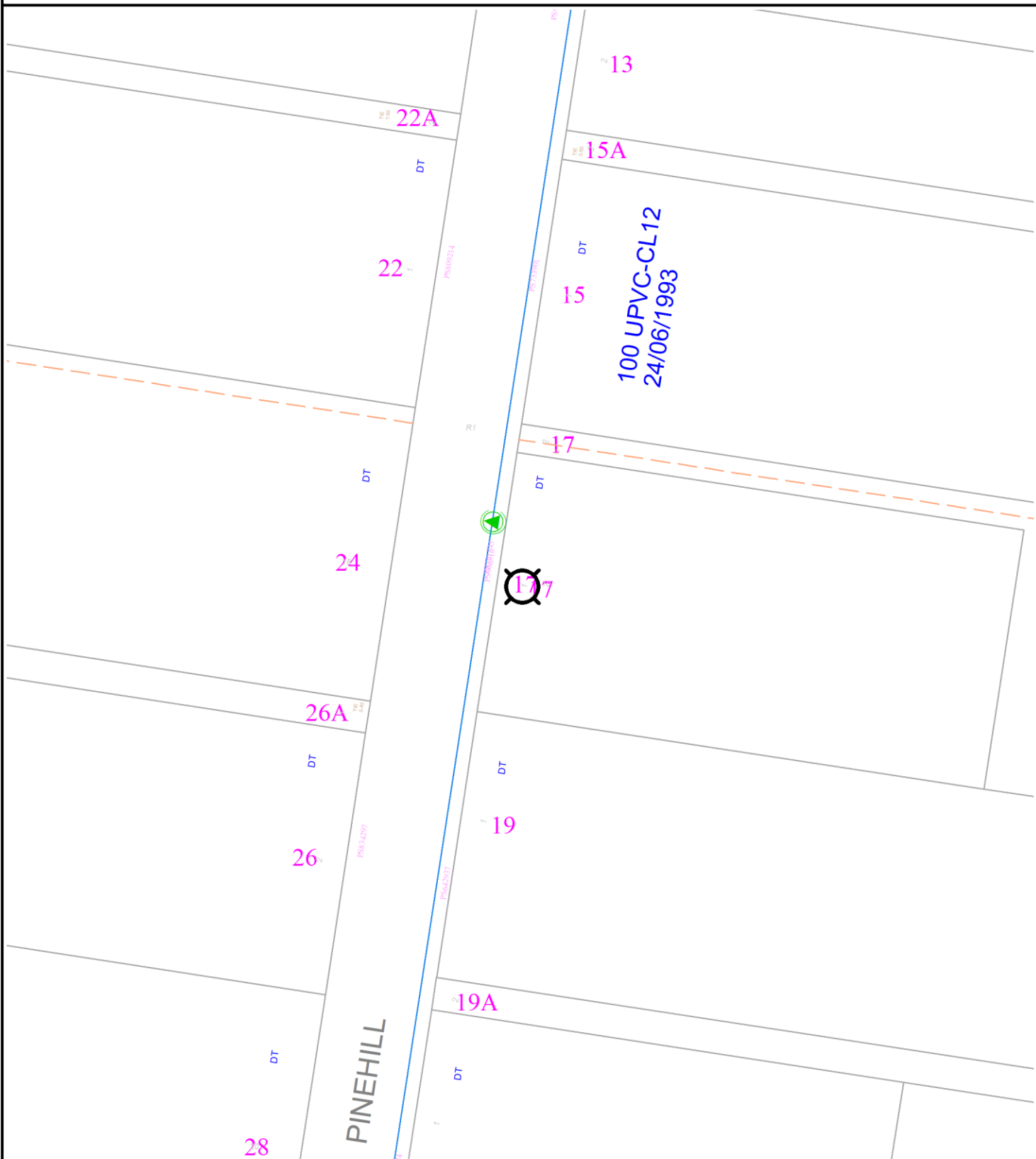


Property: Lot 10 17 PINEHILL DRIVE PAKENHAM 3810

Case Number: 47278430



Date: 07AUGUST2024



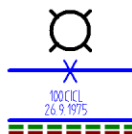
**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions.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

## LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property

Water Main Valve

Water Main & Services



Hydrant



Fireplug/Washout



~ 1.0 Offset from Boundary



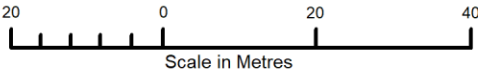
# ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

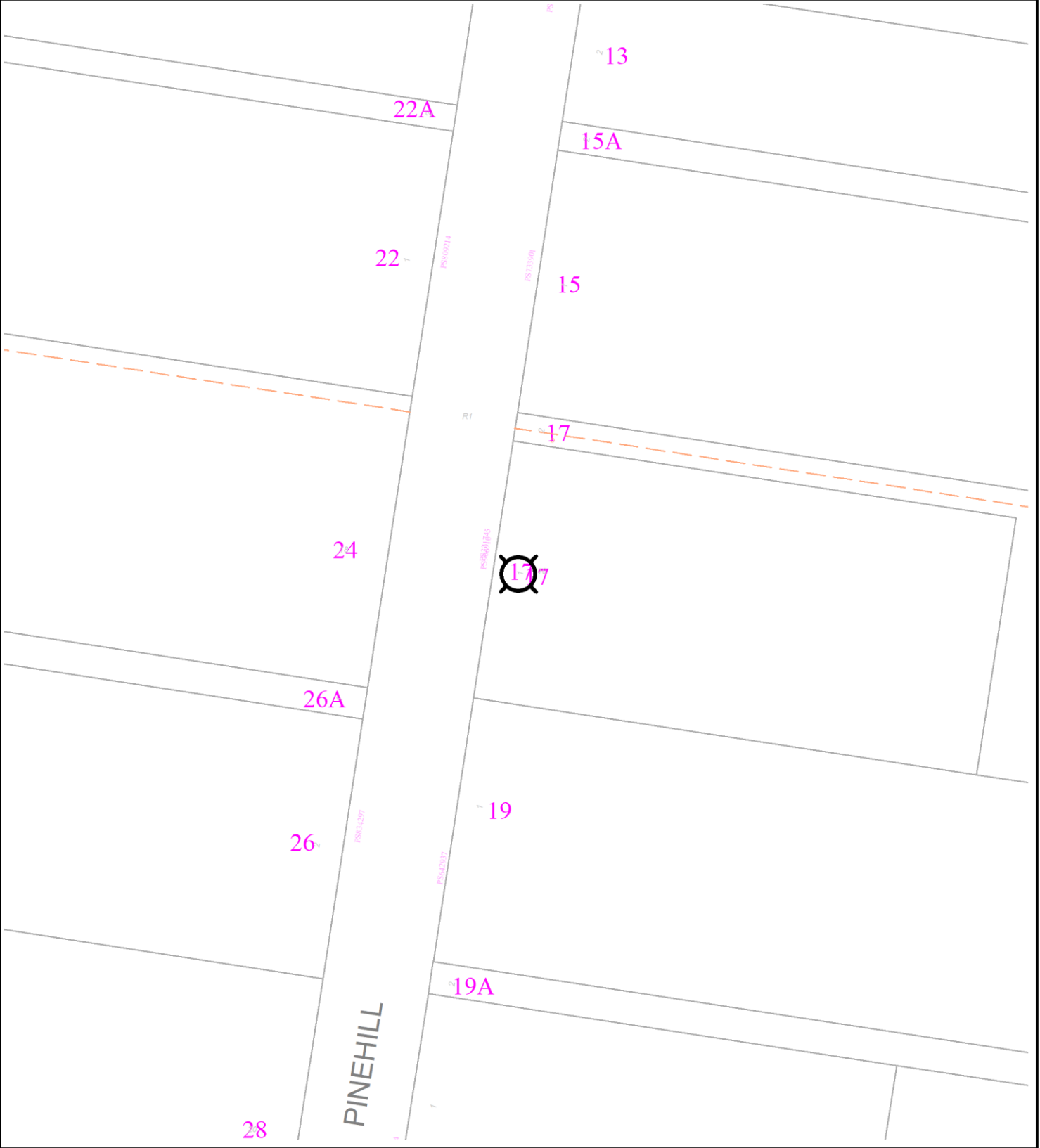
Property: Lot 10 17 PINEHILL DRIVE PAKENHAM 3810



Case Number: 47278430



Date: 07AUGUST2024



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

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

# Property Clearance Certificate

## Land Tax



MARY SPANOS

Your Reference:	LD:73806038-011-3.SHALLAR
Certificate No:	79421233
Issue Date:	13 AUG 2024
Enquiries:	TVD0

Land Address: 17 PINEHILL DRIVE PAKENHAM VIC 3810

Land Id	Lot	Plan	Volume	Folio	Tax Payable
25002273	10	320814	10136	526	\$0.00

Vendor: SAMUEL SHALLARD  
Purchaser: X X

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR SAMUEL GEOFFREY SHALLARD	2024	\$1,125,000	\$50,775.00	\$0.00	\$0.00

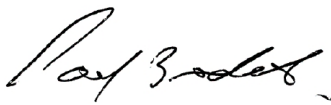
Comments: Land Tax of \$50,775.00 has been assessed for 2024, an amount of \$50,775.00 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,125,000
SITE VALUE:	\$1,125,000
CURRENT LAND TAX CHARGE:	\$0.00





# Notes to Certificate - Land Tax

Certificate No: 79421233

### Power to issue Certificate

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

### Amount shown on Certificate

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

### Land tax is a first charge on land

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

### Information for the purchaser

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

### Information for the vendor

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

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

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

### General information

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

### For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$5,775.00

Taxable Value = \$1,125,000

Calculated as \$4,650 plus ( \$1,125,000 - \$1,000,000) multiplied by 0.900 cents.

### Land Tax - Payment Options

**BPAY**  


Billers Code:5249  
Ref: 79421233

**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: 79421233

**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



MARY SPANOS

Your Reference:	LD:73806038-011-3.Shallard
Certificate No:	79421233
Issue Date:	13 AUG 2024
Enquires:	TVD0

Land Address: 17 PINEHILL DRIVE PAKENHAM VIC 3810					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
25002273	10	320814	10136	526	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
103	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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:	\$1,125,000
SITE VALUE:	\$1,125,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79421233

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## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows any 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)

3. 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](http://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



MARY SPANOS

Your Reference: LD:73806038-011-3.SHALLARD

Certificate No: 79421233

Issue Date: 13 AUG 2024

Land Address: 17 PINEHILL DRIVE PAKENHAM VIC 3810					
Lot	Plan	Volume	Folio		
10	320814	10136	526		
Vendor:	SAMUEL SHALLARD				
Purchaser:	X X				
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: 79421233

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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


## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <div><div><p>Billers Code: 416073 Ref: 79421236</p></div></div> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <div><div><p>Ref: 79421236</p></div></div> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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# Due diligence checklist

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

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

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

## **Rural properties**

### ***Moving to the country?***

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

### ***Can you build new dwellings?***

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

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

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

## **Soil and groundwater contamination**

### ***Has previous land use affected the soil or groundwater?***

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

## **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.

DATED

2024

**SAMUEL GEOFFREY SHALLARD**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 17 Pinehill Drive, Pakenham 3810**

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