Contract of Sale of Land

Property:

Unit 2, 492 Middleborough Road, Blackburn VIC 3130

Wealthsource Legal
Shop 4, 398 Middleborough Road
BLACKBURN VIC 3130
Tel: 03 9590 6180
Ref: JM:20212563

Contract of Sale of Land

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

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

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 ...../…..……/2021

Print names(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 ...../…..……/2021

Print names(s) of person(s) signing: **Cynthia Yagalakshmi Aponso**

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

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

Particulars of Sale

Vendor's estate agent

Name: Obrien Real Estate Blackburn

Address: 98 South Parade, Blackburn VIC 3130

Email:

Tel: 9894 2044 Mob: 0411061796 Fax: Ref: Anthony Molinaro

Vendor

Name: Cynthia Yagalakshmi Aponso

Address: Unit 1, 492 Middleborough Road Blackburn VIC 3130

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Wealthsource Legal

Address: Shop 4, 398 Middleborough Road, Blackburn VIC 3130

Email: jma@wealthsource.com.au

Tel: 03 9590 6180 Mob: Fax: Ref: 20212563

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: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11531 Folio 423	2	PS718635C

If no title or plan references are recorded 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: Unit 2, 492 Middleborough Road, Blackburn VIC 3130

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

Fixed floor coverings, Light fittings, Window furnishings and fixtures in permanent nature

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 ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on 22 / 10 /2021

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: .....

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.*

1. General condition deletions

General conditions 3, 12, 31.4, 31.5 and 31.6 do not apply to this contract.

2. Planning

2.1 The Property is sold subject to any restriction as to its use under any order, plan, scheme, permit, regulation or by-law contained in or made pursuant to the provisions of the *Planning and Environment Ac*t 1987 or any other legislation. The Vendor has not made and shall not be construed as having made any representation or warranty that:
(a) the Property is suitable for any purpose which the Purchaser may have indicated is its intention to pursue;
(b) any permit of any nature whatsoever has been obtained or is available from any relevant authority; or
(c) that the Vendor's existing or past uses of the Property complied with any planning controls.

2.2 Prior to entering into this Contract the Purchaser has made its own enquiries and investigations as to the use to which the Property may be put and the Purchaser relied entirely on the result of its investigations and on its own judgement in entering into this Contract.

3. Additional rights of rescission

If the Purchaser (or if the Purchaser consists of two or more persons, any of those persons) is a body corporate and:
(a) an application is made to a court for an order or an order is made that it be wound up;
(b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order;
(c) except to reconstruct or amalgamate while solvent on terms approved by the Vendor, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement, or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
(d) it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the Vendor, or is otherwise wound up or dissolved;
(e) it is or states that it is solvent;
(f) as a result of the operation of section 459F(1) of the *Corporations Act* 2001, it is taken to have failed to comply with a statutory demand;
(g) it is, or makes a statement from which it may be reasonably deduced by the Vendor that it is, the subject of an event described in section 459C(2) or section 585 of the *Corporations Act* 2001;
(h) it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to it; or
(i) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;
then the Vendor may rescind this Contract by giving written notice to the Purchaser.

4. Condition of the Property

4.1 The Purchaser agrees and acknowledges that the Purchaser:
(a) Has inspected the Property as at the Day of Sale;
(b) Accepts and purchases the Property in its state of repair and condition as at the Day of Sale and subject to any defects, need for repair or infestation;
(c) Will accept the Property in that condition (subject to fair wear and tear) at settlement;

4.2 The Vendor makes no warranty or representation as to the suitability or fitness of the Property for any purpose whatsoever.

4.3 The Purchaser acknowledges that the improvements on the Property or any alternations thereto may be subject to or require compliance with current building regulations, municipal by-laws or any other provisions or regulations or any repealed laws under which such improvements or alternations were constructed. Any failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser may not rescind this Contract or make any requisition enquiry or claim any compensation from the Vendor for any such failure.

5. Breach

General Condition 32 is amended to include a new sub-paragraph (c) as follows:

(a) The following losses and expenses are agreed to be reasonably foreseeable where applicable, and shall be deemed to be "reasonable expenses" or reasonable foreseeable losses for the purpose of general condition 32(a) and 34.2(b)(ii) of this Contract:
  (i) interest charges and other expenses payable by the Vendor as Mortgagor under any existing mortgage, charge or any other like encumbrance over the property calculated from the due date for settlement
  (ii) legal costs and expenses as between solicitor and client
  (iii) loss of rent the Vendor may sustain as a result of the delayed settlement, from the Contract settlement date to the actual settlement date caused by the Vendor having given the Tenant notice to vacate the property in anticipation of settlement occurring on the Contract settlement date;
  (iv) fees paid for removalist expenses as a result of delayed settlement;
  (v) penalty interest incurred by the Vendor as a result of the Vendor's delayed settlement of a property that the Vendor has purchased that was:
    (1) due to have settlement on the same date as the Vendor's sale property and/or;
    (2) was to have utilised the proceeds of the sale property.

6. Default

General condition 33 is amended to read:

Interest

(a) "Interest at a rate of 4% per annum (in lieu of 2% per annum) plus the rate for the time being fixed by section 2 of *Penalty Interest Rates Act 1983* is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party

(b) If the Purchaser makes default under this Contract and the Vendor serves on the Purchaser a notice in respect of that default the Purchaser must pay all the Vendor's legal costs of an incidental to that default and notice and the Purchaser will be deemed to have not remedied that default until those costs have been paid.

7. Entire agreement

The Purchaser acknowledges that:

(a) no information, representation or warranty by the Vendor, the Vendor's agent or the Vendor's solicitor was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;

(b) no information, representation or warranty has been so relied upon; and

(c) this Contract constitutes the entire agreement of the parties for the sale and purchase of the Property and supersedes all previous contracts, agreements, understandings and negotiations in relation to the sale and purchase of the Property.

8. Guarantee and Indemnity

If the Purchaser is or includes a corporation the Purchaser covenants and warrants with and to the Vendor that:

(a) the Purchaser is a body corporate duly formed or incorporated in the State of Victoria or in some other State or Territory of the Commonwealth of Australia;

(b) the consent or licence of any person or body is not required prior to the Purchaser entering into this Contract;

(c) the Purchaser is duly empowered to enter into this Contract and is not inhibited from entering into this Contract by any reason whatsoever and without limiting the generality of the foregoing by reason of any trust, charge or undertaking;

(d) the Purchaser must deliver to the Vendor an enforceable Deed of Guarantee and Indemnity in the form set out in Annexure 1 (the Guarantee and Indemnity) of the observance and performance by the Purchaser of its obligations under this Contract duly executed by each and every Director of the Purchaser and duly completed by the insertion of:
  (i) the names and addresses of all the Directors of the corporation or each of the corporations comprising the Purchaser; and
  (ii) appropriate execution clauses for each of the Guarantors; and

(e) the Vendor may waive the requirement set out in Special Condition 8(d)(i) if the Purchaser is or includes a corporation the voting shares of which are listed on the Australian Securities Exchange.

9. Duties Act

The Purchaser must:

(a) pay all stamp duties (including penalties and fines) which are payable in connection with this Contract; and

(b) indemnify and keep indemnified the Vendor against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the *Duties Act* 2000 or to any officer under that Act.

10. Foreign Acquisitions and Takeovers Act 1975 (Cth)

The Purchaser warrants that:

(a) they are not a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (Cth); or

(b) they are a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and that they have applied to the Foreign Investment Review Board (FIRB) for approval for the acquisition of the Property; and

(c) in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this contract,

(d) including any consequential loss.

11. Liability of signatory

Any person who executes this Contract for and on behalf of the Purchaser shall be deemed liable for the performance and observance of this Contract notwithstanding that person may have executed the Contract for and on behalf of the Purchaser or as an authorised person on behalf of the Purchaser.

12. Auction

If the Property is offered for sale by public auction, then the sale is subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules and shall include the rule which states that the auctioneer may make one or more bids on behalf of the Vendor at any time during the auction.

13. Property in Goods

The Property in any Goods shall not pass to the Purchaser until payment in full of the Price.

14. Investment of Deposit

14.1 The parties authorise Wealthsource Conveyancing (without imposing an obligation to do so) to hold the Deposit in an interest bearing Trust Account or an interest bearing trust account term deposit with an Authorised Deposit taking Institution as defined in the *Banking Act* 1959 (an ADI) nominated by Wealthsource Conveyancing.

14.2 If this Contract is avoided through no fault of the Purchaser, interest on such account (less any relevant fees and charges) will accrue for the benefit of and be paid to the Purchaser. Otherwise, such interest (less any relevant fees and charges) will accrue for the benefit of and be paid to the Vendor.

14.3 The Purchaser agrees to provide to the Vendor on request the Purchaser's tax file number. If the Purchaser does not do so, the Purchaser acknowledges that withholding tax may be deducted from any interest to which the Purchaser may be entitled. The parties release Wealthsource Conveyancing from any claim concerning the investment of the deposit.

15. General

15.1 Variations
A variation of any term of this Contract is not effective unless it is in writing and signed by the parties.

15.2 Application of law to inconsistent provisions
The rights, duties and remedies granted or imposed under the provisions of this Contract operate to the extent not excluded by law.

15.3 Joint and several liability
When more than one person and/or corporation constitutes the Purchaser the word "Purchaser" wherever occurring in this Contract or in any conditions implied or incorporated by reference will be read as "Purchasers" and the covenants, agreements and obligations on their part to be observed and performed will be deemed to be covenants agreements and obligations of them jointly and each of them severally.

15.4 Applicable Law
This Contract must be construed and take effect in accordance with the rights and the obligations of the parties and will be governed by the laws of the State of Victoria which is the proper law of this Contract. Each of the parties hereby irrevocably submits to the jurisdiction of the Courts of the State of Victoria and to all Courts to which appeal may lie and each party agrees that any writ or summons or other process will be served in Australia at the party's address for service from time to time under this Contract.

15.5 Statutory Powers
(a) The powers of the Vendor under this Contract are in addition to the powers the Vendor has under applicable law.
(b) To the extent not prohibited by law, before enforcing this Contract, or exercising any right, power, authority, discretion or remedy, the Vendor is not required to give any notice or allow the expiration of any time to any person.

15.6 No waiver
No waiver by one party of a breach by the other party of any covenant, obligation or provision of this Contract contained or implied will operate as a waiver of another or continuing breach by the other party of the same or of any other covenant, obligation or provision of this Contract contained or implied.

15.7 Parties to give full effect to Contract
Each party must and must procure its servants and agents to sign, execute and deliver all documents instruments and writing and must do and must procure to be done all other acts, matters and things as may be necessary or desirable to give full effect to this Contract.

15.8 Ongoing application
As to any provision of this Contract remaining to be performed or capable of having effect after the Settlement Date this Contract will remain in full force and effect.

15.9 Severance
If any part of this Contract becomes void or unenforceable or is illegal then that part shall be severed from this Contract to the intent that all parts which are not void, unenforceable or illegal shall remain in full force and effect and be unaffected by the severance.

16. Adjustments

16.1 Land Tax
The purchaser acknowledges that they will pay to the State Revenue Office or reimburse the Vendor Land Tax on the land calculated by using the proportional amount of Land Tax in the Vendor's land Tax Assessment for the year during which settlement occurs.

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.

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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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 1.14 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

13.2 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.

13.10 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.

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.

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.

Transactional

26. TIME & COOPERATION

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

To: The Vendor

1. Definitions

In this Guarantee:

Contract means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

Guarantee means this deed of Guarantee and Indemnity;

Guaranteed Money means the whole of the Price, interest and other money payable under the Contract;

Guarantor means the Guarantor named in the Guarantor's Schedule;

Guarantor's Obligations means the obligations of the Guarantor under this Guarantee;

Guarantor's Schedule means the Schedule annexed to this Guarantee.

Purchaser means the person named as the Purchaser in the Contract;

Purchaser's Obligations means the obligation of the Purchaser to:

(a) pay the Guaranteed Money; and

(b) comply with all the Purchaser's other obligations to the Vendor under the Contract.

Vendor means the person named as the vendor in the Contract.

2. Consideration

The Guarantor agrees that the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request.

3. Guarantor's Acknowledgment

The Guarantor acknowledges that before the Guarantor signed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

4. Guarantee

4.1 The Guarantor guarantees to the Vendor:

(a) payment of the Guaranteed Money when it is due;

(b) compliance with all the Purchaser's Obligations; and

(c) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default.

4.2 If the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.

4.3 If the Purchaser fails to comply with any of the Purchaser's Obligations, the Guarantor:

(a) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and

(b) will pay on demand an amount equal to the loss, damage, costs or expenses to the Vendor.

5. Indemnity

5.1 The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:

(a) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason;

(b) the Purchaser claims a refund of any of the Guaranteed Money because of anything under Clause 5.1(a);

(c) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;

(d) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or

(e) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in Clause 4 of this Guarantee and Indemnity.

5.2 The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this Clause 5.

5.3 The Guarantor's Obligations under the indemnity in this clause are separate and independent from the Guarantor's Obligations under the guarantee in Clause 4 of this Guarantee and Indemnity.

6. Guarantee irrevocable until discharged

This guarantee is a continuing security and is irrevocable until discharged.

7. No demand necessary

7.1 The Guarantor's Obligations are principal obligations.

7.2 The Vendor need not, before enforcing the Guarantor's Obligations:

(a) make a demand on the Purchaser;

(b) exercise any rights the Vendor has against the Purchaser; or

(c) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

8. Guarantor's obligations not affected

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

(a) the Vendor, whether with or without the Guarantor's consent or knowledge:

(i) gives the Purchaser more time to pay any of the Guaranteed Money or to comply with any of the Purchaser's Obligations;

(ii) grants the Purchaser any other indulgence;

(iii) makes any other agreement, compromise or arrangement with the Purchaser or any other person; or

(iv) waives an obligation of the Purchaser or another Guarantor;

(b) the Purchaser or another Guarantor dies or becomes insolvent;

(c) there is a variation of the Contract or any contract substituted for it;

(d) the Purchaser nominates a substitute or additional purchaser under the Contract;

(e) the Vendor receives a payment which the Vendor does not have a legal right to retain;

(f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or

(g) the Vendor releases, exchanges, renews, modifies, varies, or deals in any other way with any judgement, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

9. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations or restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

10. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

11. If the Purchaser enters a composition or arrangement

11.1 The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:

(a) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;

(b) the Purchaser is an individual and is bankrupt; or

(c) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the Corporations Law, or it is placed under any form of external management under the Corporations Law.

11.2 The Guarantor authorises the Vendor to:

(a) prove for all money the Purchaser owes the Guarantor; and

(b) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received all money the Purchaser owes the Vendor.

12. Guarantor to pay Vendor's costs

The Guarantor will pay on demand the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to enforcing this Guarantee.

13. Notices

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

14. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

(a) does not sign it;

(b) is not or ceases to be bound by it; or

(c) has no power to sign it.

15. Assignment

15.1 The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.

15.2 If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

16. Interpreting this Guarantee

In this Guarantee:

(a) unless the context requires a different interpretation:

(i) the singular includes the plural and the plural includes the singular;

(ii) a promise or agreement by two or more persons binds each of them individually and all of them together;

(iii) reference to a person includes a body corporate;

(iv) a reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and

(b) headings are only for convenience and do not affect interpretation.

Schedule to Guarantee

PARTICULARS OF CONTRACT

Vendor: **Cynthia Yogalakshmi Aponso**
Purchaser:
Property: **Unit 2, 492 Middleborough Road, Blackburn VIC 3130**
Date of Contract:

PARTICULARS OF GUARANTORS

Name:
Address:

Name:
Address:

Dated the day of , 2021

SIGNED SEALED AND DELIVERED by
in the presence of:

_____
(Signature of Witness)

_____
Name of Witness (Block Letters)

_____
Address of Witness (Block Letters)

_____ _____
Occupation of Witness (Block Letters) Signature of

SIGNED SEALED AND DELIVERED by
in the presence of:

_____
(Signature of Witness)

_____
Name of Witness (Block Letters)

_____
Address of Witness (Block Letters)

_____ _____
Occupation of Witness (Block Letters) Signature of

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	UNIT 2 492 MIDDLEBOROUGH ROAD BLACKBURN VIC 3130

Vendor's name	CYNTHIA YOGALAKSHMI APONSO	Date / /
Vendor's signature	_____	

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

Not Applicable

Terms Contract

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Not to the Vendor's knowledge

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

Not to the Vendor's knowledge

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

Certificate with required information attached.

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 to Vendor's knowledge

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 to Vendor's knowledge

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 to Vendor's knowledge

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.

Attached is the information prescribed for the purposes of s151(4)(a) of the Owners Corporation Act.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

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 X

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.

(a) ☐ Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

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 2000m²; (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.)

Is attached

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)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11531 FOLIO 423

Security no : 124094012413X
Produced 26/11/2021 12:21 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 718635C.
PARENT TITLE Volume 07465 Folio 072
Created by instrument PS718635C 07/11/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CYNTHIA YOGALAKSHMI APONSO of 492 MIDDLEBOROUGH ROAD BLACKBURN VIC 3130
PS718635C 07/11/2014

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AL123100T 02/06/2014

DIAGRAM LOCATION

SEE PS718635C 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: UNIT 2 492 MIDDLEBOROUGH ROAD BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 22/04/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS718635C

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

DOCUMENT END

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Signed by Council: Whitehorse City Council, Council Ref: WH/2013/646, CRT/5496, Original Certification: 07/10/2014, S.O.C.: 15/10/2014

PLAN OF SUBDIVISION

STAGE NO	LRS USE ONLY	PLAN NUMBER
———	EDITION 1	PS 718635C

LOCATION OF LAND

PARISH: NUNAWADING

CROWN SECTION: 72 (PART)

LAST PLAN REF: LP 6416 (LOT 2)

TITLE REFERENCE: VOL.7465 FOL.072

POSTAL ADDRESS: 492 MIDDLEBOROUGH ROAD
BLACKBURN 3130

MGA 94 CO-ORDS OF APPROX. CENTRE OF LAND IN PLAN: E 336 330
N 5813 540
ZONE 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: WHITEHORSE CITY COUNCIL **REF:**

SPEAR REF:

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

DEPTH LIMITATION: DOES NOT APPLY

STAGING:
THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT NO:

SURVEY:
THIS PLAN IS BASED ON SURVEY
THIS SURVEY HAS BEEN CONNECTED TO PM664 & PM908
IN PROCLAIMED SURVEY AREA NUMBER:

NOTATIONS

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY,ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

EASEMENT INFORMATION

LEGEND: A-APPURTENANT EASEMENT E-ENCUMBERING EASEMENT R-ENCUMBERING EASEMENT (ROAD)

EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE LAND IN THIS PLAN

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	PARTY WALL	0.12	THIS PLAN	THE RELEVANT ABUTTING LOT OR COMMON PROPERTY ON THIS PLAN
E-2	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER CORPORATION

LRS USE ONLY

STATEMENT OF COMPLIANCE
EXEMPTION STATEMENT

RECEIVED ☑

DATE 17/10/14

LRS USE ONLY

PLAN REGISTERED

TIME 9:53AM

DATE 7/11/14

R.IACOVINO
ASSISTANT REGISTRAR OF TITLES

PHILIP CULVENOR SURVEYING PTY. LTD.
ABN 48 100 196 138
4 Sellers Street, Glen Waverley 3150
Mob. 0413 259 871
Fax. 9803 4123
Email: pculveno@bigpond.net.au

LICENSED SURVEYOR: PHILIP FRANCIS CULVENOR

DIGITALLY SIGNED

REF: 13-171PS VERSION: 3

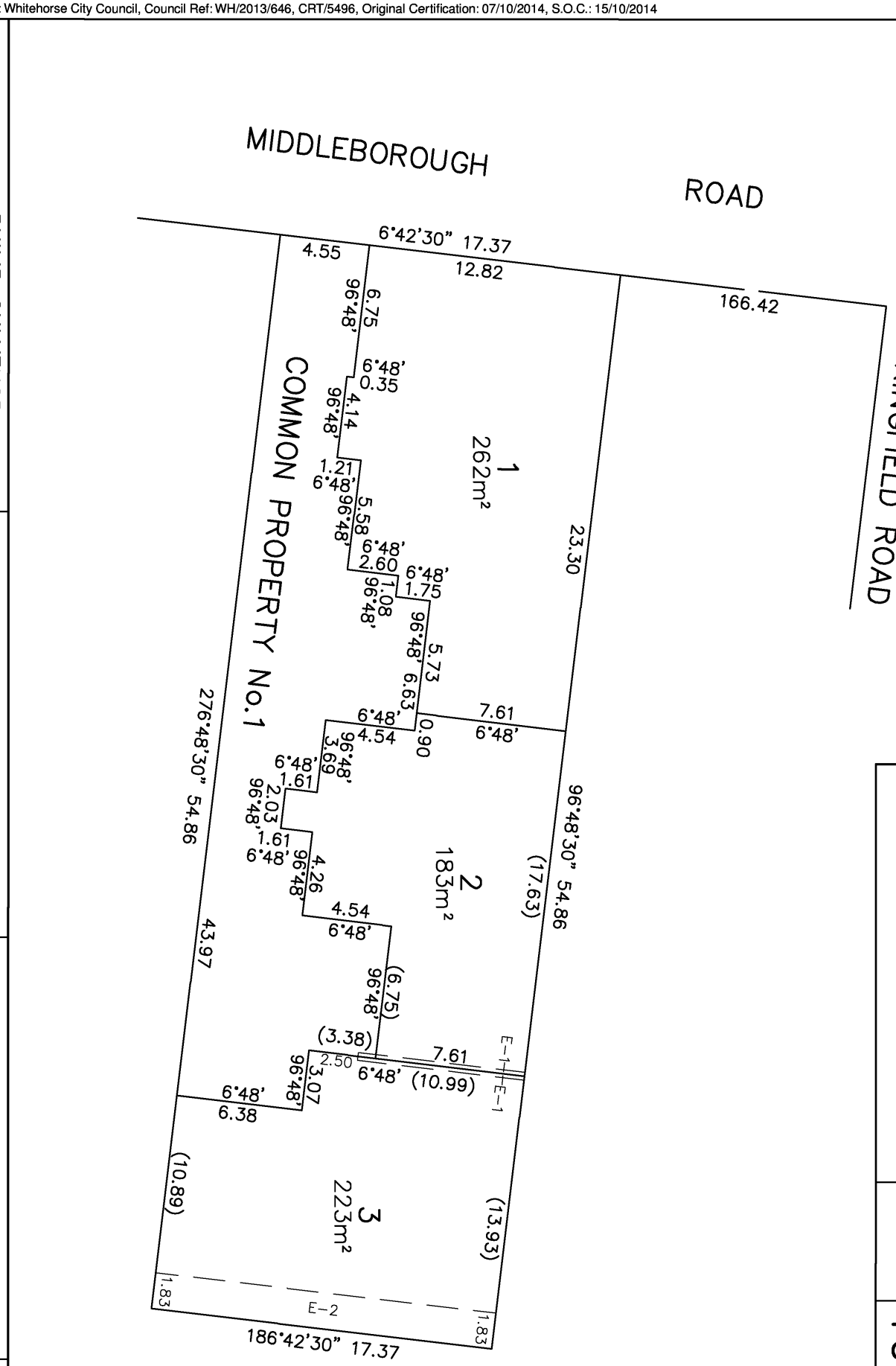
SHEET 1 OF 2 SHEETS

ORIGINAL SHEET SIZE A3

Signed by: PHILIP FRANCIS CULVENOR (Philip Culvenor Surveying Pty Ltd) Surveyor's Plan Version (3) SPEAR Ref: S041106V 13/12/2013, Amended: 06/11/2014.

Delivered by LANDATA®, timestamp 26/11/2021 12:22 Page 2 of 3

Signed by Council: Whitehorse City Council, Council Ref: WH/2013/646, CRT/5496, Original Certification: 07/10/2014, S.O.C.: 15/10/2014



PHILIP CULVENOR
SURVEYING PTY. LTD.
ABN 48 100 196 138
4 Sellers Street, Glen Waverley 3150
Mob. 0413 259 871
Fax. 9803 4123
Email: pculvenor@bigpond.net.au

SCALE 1:200
2 0 2 4 6 8 10 12
LENGTHS ARE IN METRES

LICENSED SURVEYOR: PHILIP FRANCIS CULVENOR
.....
DIGITALLY SIGNED
.....

REF: 13-171PS VERSION: 3

SHEET 2 OF 2 SHEETS

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE NO ——

PLAN NUMBER PS 718635C

Signed by: PHILIP FRANCIS CULVENOR (Philip Culvenor Surveying Pty Ltd) Surveyor's Plan Version (3) SPEAR Ref: S041106V 13/12/2013, Amended: 06/11/2014.

Delivered by LANDATA®, timestamp 26/11/2021 12:22 Page 3 of 3

CITY OF WHITEHORSE

Plan of Subdivision PS718635C
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S041106V
Plan Number: PS718635C
Responsible Authority Name: Whitehorse City Council
Responsible Authority Reference Number 1: WH/2013/646
Responsible Authority Reference Number 2: CRT/5496
Surveyor's Plan Version: 3

Certification

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

Public Open Space

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

○ Has been made and the requirement has not been satisfied at Certification

○ Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 15/10/2014)

Digitally signed by Council Delegate:	Aileen Lam
Organisation:	Whitehorse City Council
Date:	07/10/2014

Signed by: Aileen Lam (Whitehorse City Council) 07/10/2014

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 26 November 2021 02:38 PM

PROPERTY DETAILS

Address:	**2/492 MIDDLEBOROUGH ROAD BLACKBURN 3130**
Lot and Plan Number:	**Lot 2 PS718635**
Standard Parcel Identifier (SPI):	**2\PS718635**
Local Government Area (Council):	**WHITEHORSE** www.whitehorse.vic.gov.au
Council Property Number:	**269589**
Planning Scheme:	**Whitehorse** Planning Scheme - Whitehorse
Directory Reference:	**Melway 47 H7**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:	**EASTERN METROPOLITAN**
Legislative Assembly:	**BOX HILL**

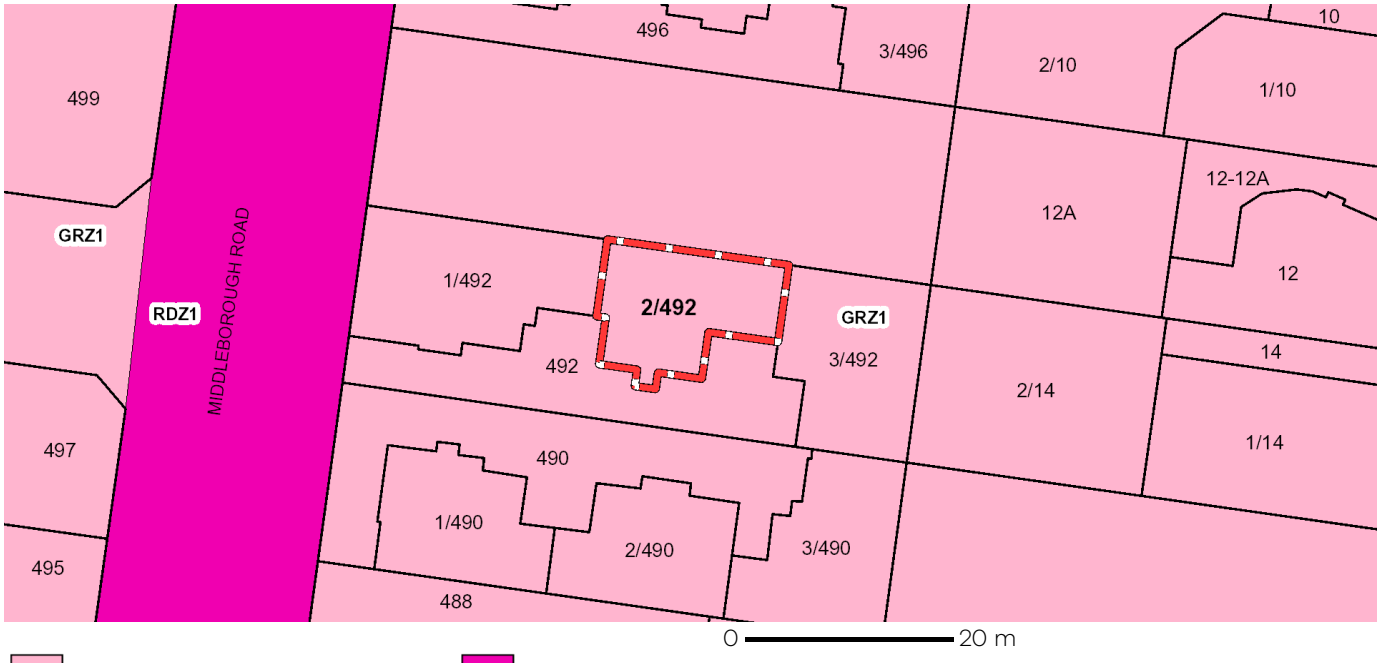
OTHER

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

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

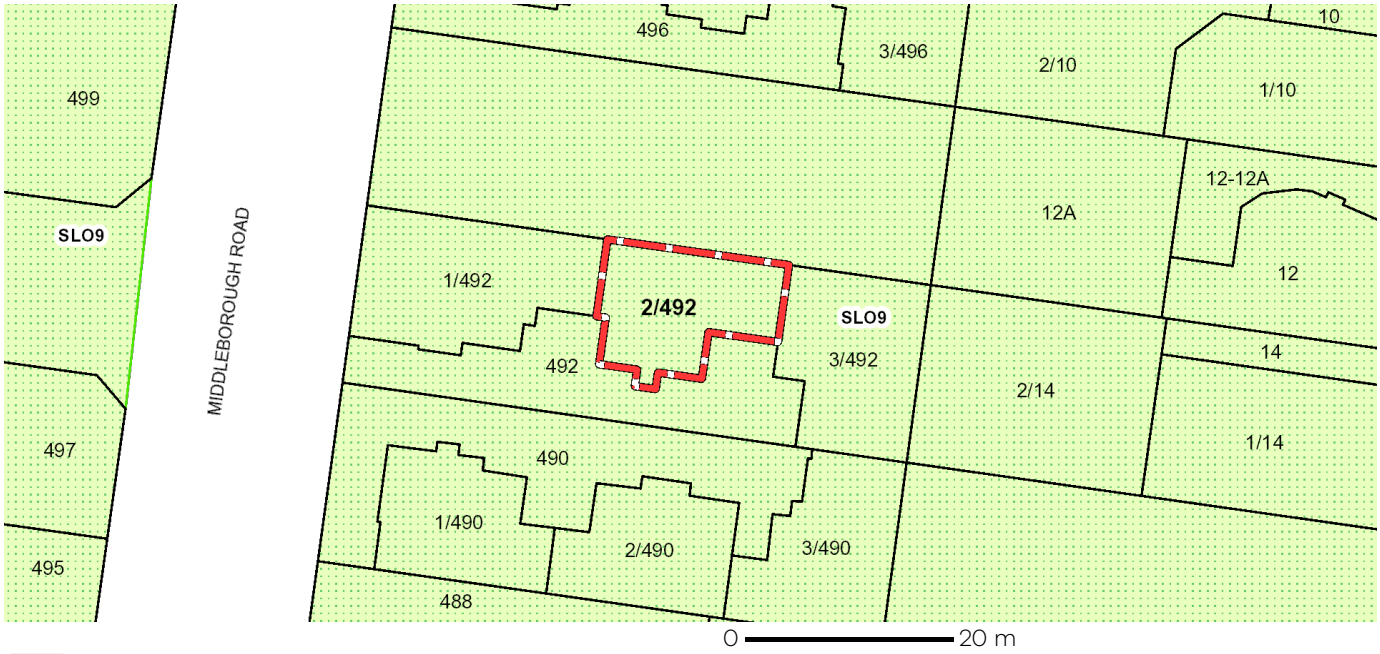
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PLANNING PROPERTY REPORT

Planning Overlay

SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



SLO - Significant Landscape

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 24 November 2021.

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

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

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

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

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

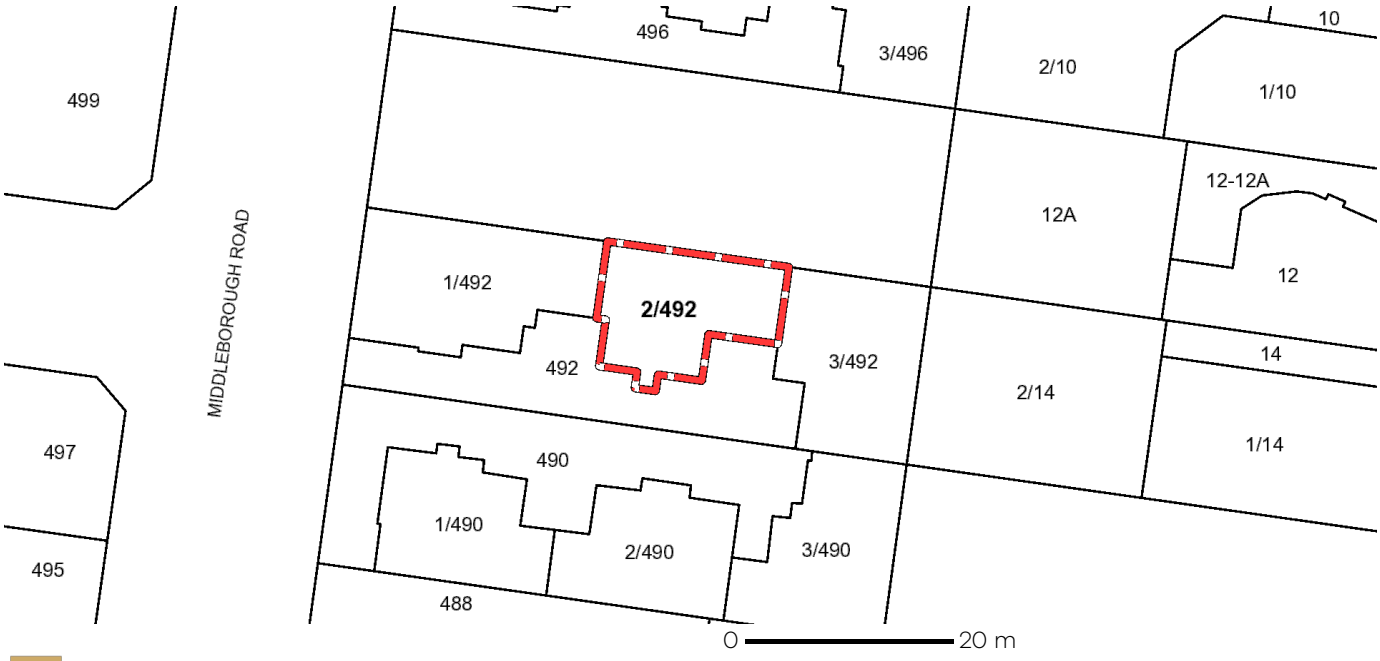
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PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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



Designated Bushfire Prone Areas

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

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

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

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

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

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 26 November 2021 02:39 PM

PROPERTY DETAILS

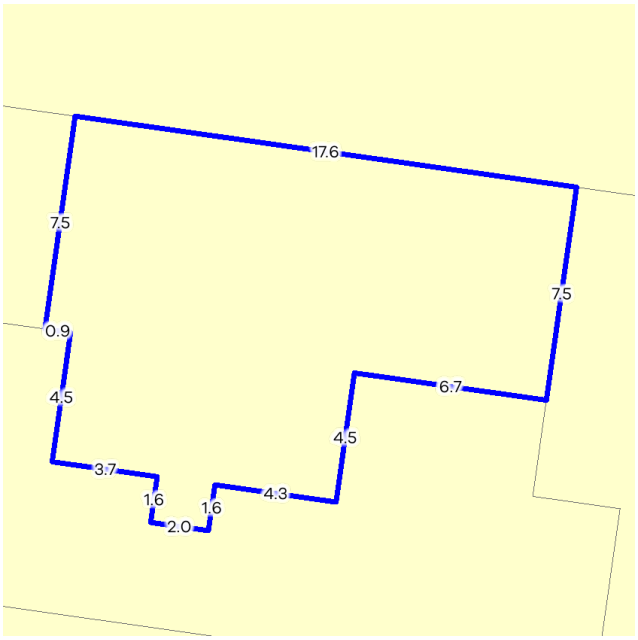
Address:	**2/492 MIDDLEBOROUGH ROAD BLACKBURN 3130**
Lot and Plan Number:	**Lot 2 PS718635**
Standard Parcel Identifier (SPI):	**2\PS718635**
Local Government Area (Council):	**WHITEHORSE** www.whitehorse.vic.gov.au
Council Property Number:	**269589**
Directory Reference:	**Melway 47 H7**

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

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

SITE DIMENSIONS

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



Area: 181 sq. m
Perimeter: 63 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:	**EASTERN METROPOLITAN**
Legislative Assembly:	**BOX HILL**

PLANNING INFORMATION

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)

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PROPERTY REPORT

Environment, Land, Water and Planning

Planning scheme data last updated on 24 November 2021.

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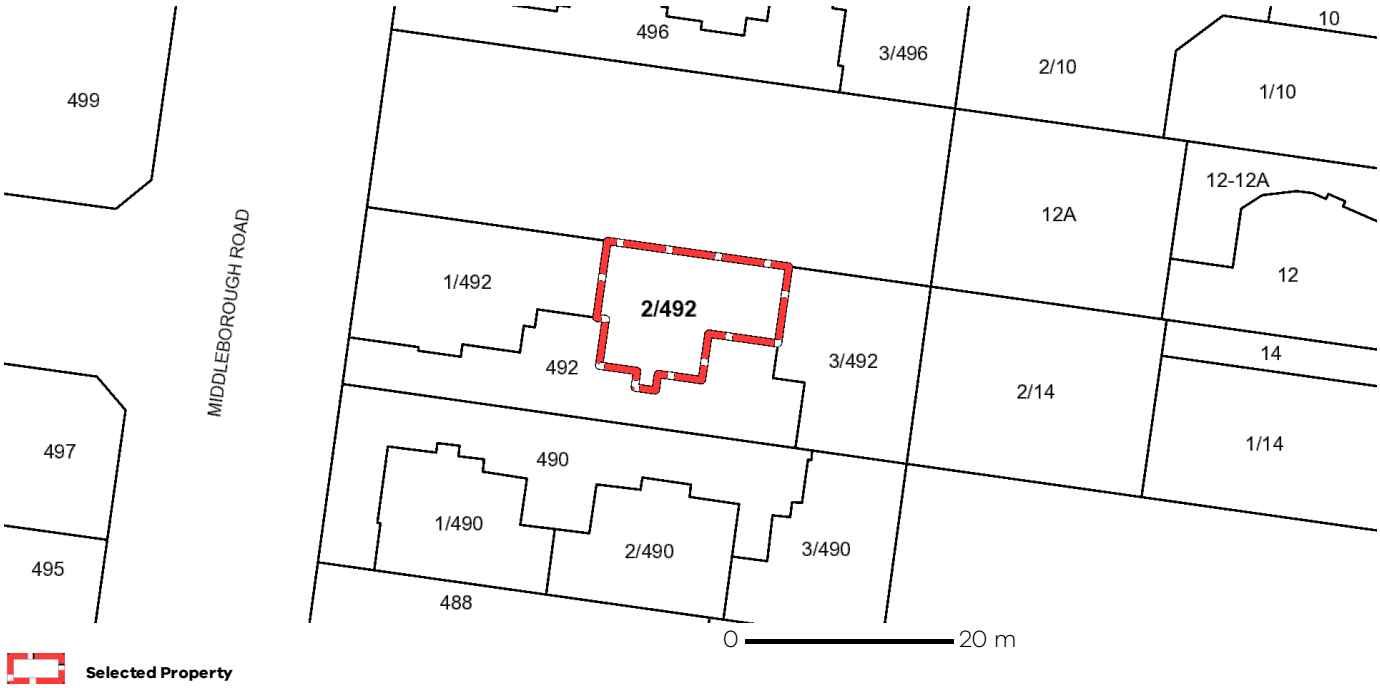
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To view planning zones, overlay and heritage information in an interactive format visit
https://mapshare.maps.vic.gov.au/vicplan

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

Area Map



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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 26/11/2021 12:22:15 PM

OWNERS CORPORATION 1
PLAN NO. PS718635C

The land in PS718635C is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
488 WAVERLEY ROAD MOUNT WAVERLEY VIC 3149

OC023888T 07/11/2014

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC023888T 07/11/2014

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Total	**300.00**	**300.00**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/11/2021 12:22:15 PM

OWNERS CORPORATION 1
PLAN NO. PS718635C

Statement End.

BASIRI FAMILY TRUST,
TRADING AS

KZB

BUILDING
SURVEYING
SERVICES P/L

246E Governor Road
BRAESIDE
VIC 3195

T 03 9587 3214
F 03 9587 1723
E INFO@KZBBUILDING.COM.AU
W WWW.KZBBUILDING.COM.AU

BUILDING PERMITS
BUILDING REPORTS
BUILDING INSPECTIONS
ALTERNATIVE SOLUTIONS
CONSTRUCTION CONTRACTS
CONSTRUCTION CONSULTANCY
CONSTRUCTION DISPUTE RESOLUTION

FORM 6
Regulation 1005
Building Act 1993
Building Regulations 2006

OCCUPANCY PERMIT

Property details	No: 492 Middleborough Road Blackburn 3130 Vol.07465 Fol.072
Municipal District	City of Whitehorse

Building Details
Description of Building Works: Construction of 2 x Dwellings & Garages

Project use	Residential
BCA Class	1A, 10A & 10b
Allowable live load:	1.5kPa
Part of Building:	2 Dwellings and garages
No. people deemed	N/a

Suitability for occupation:
The building or place of public entertainment or part of a building or public entertainment or part of a building to which this permit applies is suitable for occupation.

Occupancy Permit no	20140285/0
Date of issue	Tuesday, 22 December 2015
Occupancy Inspection Date	14/12/2015

Inspection Records

Inspection of bored piers	Date:	4/12/2014
Inspection of strip footings	Date:	4/12/2014
Inspection of stump holes	Date:	12/12/2014
Inspection of sub-floor framing	Date:	22/01/2015
Completion of framework; and	Date:	10/04/2015
Inspection for Occupancy permit	Date:	14/12/2015

RELEVANT BUILDING SURVEYOR
Kamran Zand Basiri **Registration No:** BS-U 18530

Signature:

CITY OF WHITEHORSE

Valuation and Rate Notice 2021/2022

Rates, Charges and Levies for period 1 July 2021 to 30 June 2022
Whitehorse City Council ABN: 39 549 568 822
Tax Invoice issued: 24 August 2021
GST NOT APPLICABLE

028-3130 (687)

Ms C Y Aponso
1/492 Middleborough Road
BLACKBURN VIC 3130

Whitehorse City Council
379-397 Whitehorse Road
Nunawading 3131

Telephone: 9262 6333
Fax: 9262 6490
NRS: 133 677 then quote 9262 6333
(Service for deaf, hearing or speech impaired people)
TIS: 131 450
(Telephone Interpreter Service. Call and ask to be connected to Whitehorse City Council)

Email
customer.service@whitehorse.vic.gov.au

Website
www.whitehorse.vic.gov.au

Assessment Number: 10059034 8

Property Description

2/492 Middleborough Road, BLACKBURN VIC 3130
Lot 2 PS 718635

WARD: Cootamundra

LAND USE CLASSIFICATION: Residential

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE (AVPCC) AND DESCRIPTION: 120.7 - OYO Unit
VALUATIONS AS AT 1 JANUARY 2021

OPERATIVE DATE: 1 July 2021

Site Value:	$415,000
Capital Improved Value (CIV):	$840,000
Net Annual Value:	$42,000

Details of Rates, Charges and Levies

General Rate 0.172044 cents in $ on $840,000 CIV	$1,445.15
Fire Services Property Levy Fixed Charge	$114.00
FSPL Variable Rate 0.0059 cents in $ on $840,000 CIV	$49.55

Payments and changes received on or after 12 August 2021 may not be included on this Notice.

Total amount due **$1,608.70**

Payment options (see back page for details):

Direct Debit · BPAY · Post Billpay

Payments made by credit cards will incur a surcharge of 0.6%. This fee helps Council to recover the cost of merchant fees charged by financial institutions.

Credit card surcharge fees do not apply for payments made by BPAY, payments by debit cards, cheque, cash or money order or payments in person at Australia Post.

Relief and Support
For information see page 2

1 ARREARS DUE:
$0.00

PLUS:

2 Payment in full due by:
15 February 2022
$1,608.70

OR

PLUS:

3 1st Instalment must be received by:
30 September 2021
$402.70

Instalment Notices will be issued for:

2nd Instalment - Due by 30 November 2021	$402.00
3rd Instalment - Due by 28 February 2022	$402.00
4th Instalment - Due by 31 May 2022	$402.00

2021 Land Tax Assessment Notice

STATE REVENUE OFFICE VICTORIA
ABN 76 775 195 331

R.no. i 1066 2209 4/5/21 6.25 a.m.
$635.00 paid.

7045246048010001855 028

MRS CYNTHIA YOGALAKSHMI APONSO
UNIT 1
492 MIDDLEBOROUGH ROAD
BLACKBURN VIC 3130

CUSTOMER NUMBER QUOTE IF YOU CONTACT US	027378158
ASSESSMENT NUMBER THIS CHANGES EVERY YEAR	44062907
ISSUE DATE	19 MAR 2021
TOTAL PAYABLE	$635.00

INTEREST IS CHARGED ON LATE PAYMENTS

TWO WAYS TO PAY

1 IN FULL

PAY BY **30 JUL 2021**

Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtaxregister

2 INSTALMENTS

MUST BE SET UP BY **16 APR 2021**

Instalments are ONLY payable via the online system, **AutoPay.**

AutoPay allows you to set up automated payments using your credit card or transaction account.

Choose from the following options:

FOUR INSTALMENTS (EQUAL AMOUNTS)	MONTHLY INSTALMENTS	FORTNIGHTLY INSTALMENTS

sro.vic.gov.au/autopay

Paul Broderick
Commissioner of State Revenue

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®

BPAY Biller Code: 5249
REF: 44062907

Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD

Customer No: 027378158
REF: 44062907

Visa or Mastercard only
Pay via our website or phone 13 21 61.
A card payment fee applies.
sro.vic.gov.au/paylandtax

AUSTRALIA POST

Post Billpay **$635.00**

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment

*382 400 0044062907 8

2020-SRO-1214_LTX_AUTOPAY

7045246Q048009.mrd-246480100185501

Summary of assessment

Assessment number: 44062907

Period of assessment: 1 January 2021 to 31 December 2021

Land tax applies to land you owned on 31 December 2020.

2021 calculation

Total taxable value	$430,000.00
Tax calculation	$635.00
2021 tax payable	**$635.00**

For land tax rates, visit **sro.vic.gov.au/landtaxrate**.

ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria and councils.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

sro.vic.gov.au/landtax

AMENDING DETAILS

You can update your details online.

Personal:

- address
- contact details

Property:

- claim or remove an exemption
- add or remove land you own

sro.vic.gov.au/mylandtax

YOUR RIGHT TO OBJECT

If you disagree with the valuation of your property, you can lodge an objection online.

sro.vic.gov.au/valueobjection

If you disagree with another aspect of your assessment, you can lodge a written objection within 60 days of receiving your assessment. An objection is a formal avenue of dispute resolution requiring you to explain fully and in detail the grounds of your objection.

sro.vic.gov.au/assessment

OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

Statement of lands for period 1 January 2021 to 31 December 2021

Assessment number: 44062907

Lands owned as at midnight 31 December 2020 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

Item	Address/Municipality	Land ID/References	Single holding tax†	Proportional tax††	Taxable value
1	UNIT 1, 492 MIDDLEBOROUGH RD, BLACKBURN, 3130 WHITEHORSE	041706007 1 S718635	N/A	N/A	$0 PPR
2	UNIT 2, 492 MIDDLEBOROUGH RD, BLACKBURN, 3130 WHITEHORSE	041706015 2 S718635	$635.00	$635.00	$430,000
Total taxable value					**$430,000**

Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting **sro.vic.gov.au/assessment**.

Explanation of codes (for details, go to sro.vic.gov.au/codes)

†SINGLE HOLDING TAX	††PROPORTIONAL TAX	PPR
This is the amount of tax you would pay on the one property.	This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.	Land Tax Principal Place of Residence exemption

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Yarra Valley Water

Yarra Valley Water ABN 93 066 902 501

Quarterly Bill

Enquiries 1300 900 229

Faults 13 2762 (24hrs)

Account Number	07 0235 8201
Invoice Number	0708 5932 29890

Total Due	**$239.09**
Due Date	**5 August 2021**

Need more time to pay?
Go to yvw.com.au/extend or call 1300 304 688

405686-001 000077(153) D028 H1

MS C APONSO
UNIT 1/492 MIDDLEBOROUGH RD
BLACKBURN VIC 3130

R.no · i 3186 1960 26/07/21 6.41 p.m.
$ 239.09

Tax Invoice Issued 15 Jul 2021

ACCOUNT SUMMARY

UNIT 2 492 MIDDLEBOROUGH RD, BLACKBURN
Property Number 5090 016, PS 718635

Product/Service	**Amount**
Water Supply System Charge	$19.71
Sewerage System Charge	$112.57
Yarra Valley Water Total	**$132.28**
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	$26.61
Annual Parks Charge	$80.20
TOTAL (GST does not apply)	**$239.09**

PAYMENT SUMMARY

Last Account	$159.73
Paid/Adjusted	-$159.73
Balance	$0.00
Total this Account	+$239.09
Amount Due	**$239.09**

WATER USAGE

No Water Usage has been charged on this account.

Yarra Valley Water

*3042 070859322989 0

UNIT 2 492 MIDDLEBOROUGH RD, BLACKBURN

To claim an automatic concession on your account, update your details online at yvw.com.au/online or call 1800 680 824. Please see reverse for details.

Payment Slip

Account Number	07 0235 8201
Invoice Number	0708 5932 29890

Total Due	**$239.09**
Due Date	**5 August 2021**

ACCOUNT DETAILS

The Water Supply System Charge from 01 Jul 21 to 30 Sep 21 is a fixed charge of $19.71 per property based on a daily rate.
The Sewerage System Charge from 01 Jul 21 to 30 Sep 21 is a fixed charge of $112.57 per property based on a daily rate.

Waterways and Drainage Charge from 01 Jul 21 to 30 Sep 21.
We collect the **waterways and drainage charge** on behalf of Melbourne Water to help protect our rivers and creeks, improve drainage and flood management, and urban development planning in the Port Philip and Westernport region. Learn more at **MelbourneWater.com.au/wwdc**.

Annual Parks Charge from 01 Jul 21 to 30 Jun 22.
Collected on behalf of the Department of Environment and Primary industries for the management and maintenance of metropolitan parks, gardens, waterways, zoos, Royal Botanic Gardens and the Shrine of Remembrance. For more information visit www.parkweb.vic.gov.au or call 13 1963.

Your *NAV is at a sufficiently low level to attract the minimum charge of **80.20**

***NAV** = Net Annual Value of your property which is capped at 1990 levels.

ADDITIONAL INFORMATION

If you are buying or selling a property, you don't need to contact us. Your conveyancer or solicitor will manage your water account through the settlement process.

Payment Assistance is available if you are having difficulty paying your account, call 1800 994 789.

Concessions are available to eligible customers. To register, change or check your concession details, go to yvw.com.au/online or call 1800 680 824. We require your consent to confirm your eligibility with Centrelink or the DVA.

Large Print and Braille accounts call 1300 304 688.

Privacy Statement Yarra Valley Water collects personal information for the purposes of providing water and related services and products, promoting such services and products and market research. We may disclose your personal information to our contractors for these purposes and other third parties including Melbourne Water and the Minister for Environment, Climate Change and Water relating to Parks Victoria services. You may request access to your personal information that we hold by writing to the Privacy Officer at Private Bag 1, Mitcham VIC 3132. Please note we may charge you the reasonable cost of providing you with access to your personal information.

Hearing Impaired Customers contact the National Relay Service on 133 677 or visit relayservice.gov.au. This is a 24 hour service for TTY customers.

For language assistance

العربية	1300 914 361	Ελληνικά	1300 931 364
廣東話	1300 921 362	普通话	1300 927 363

For other language assistance, please call ezispeak.

Македонски	03 9046 4173	Hrvatski	03 9046 4173
한국어	03 9046 4173	Српски	03 9046 4173
فارسي	03 9046 4173	Türkçe	03 9046 4173
Italiano	03 9046 4173	Tiếng Việt	03 9046 4173

Yarra Valley Water is pleased to help you if you have a question about water services. Please call **1300 304 688** or visit our website at yvw.com.au or email enquiry@yvw.com.au

Have a complaint? If you would like to talk to us about an unresolved issue, call **1300 304 688**, visit our website at yvw.com.au or email customerrelationsteam@yvw.com.au.

J73967

HOW TO PAY

Account Number: 07 0235 8201 **Invoice Number: 0708 5932 29890**

YARRA VALLEY ONLINE WATER

Manage your water account easier, faster and more securely than ever before. Register your account at **yvw.com.au/online**

BPAY

Biller Code: 344366
Ref: 070 2358 2017

Direct Debit your account automatically, call 1300 304 688 or visit **yvw.com.au/directdebit**

Pay by credit card 24/7 on 1300 362 332, via your online account at **yvw.com.au/online** to get an email receipt or at **yvw.com.au/paying**

POST billpay

Billpay Code: 3042
Ref: 0708 5932 29890

Pay in Person at any post office (Cash or Cheque), phone 13 1816 or go to **postbillpay.com.au**

Use Centrepay to arrange regular deductions from your Centrelink payment. Call Yarra Valley Water on 1300 304 688 to discuss how to set up a payment arrangement.

Mail a Cheque with this portion of the account to: Yarra Valley Water, GPO Box 2860 Melbourne VIC 3001

Check your account balance or **request more time to pay** at yvw.com.au/extend or call 1300 304 688.

Amount Due	$239.09	Amount Paid		Date Paid		Receipt Number	

+00708593229890> +009120+ <0702358201> <0000023909> +444+

CONSIDINES INSURANCE SERVICES PTY LTD

ABN 79 100 847 523 ACN: 100 847 523 AFS Licence Number 240260

Suite 8, 16-18 Croydon Road
(PO Box 407) Croydon
VIC 3136

P/O BOX 407
CROYDON VIC 3136

Tel: (03)9725 3200
Fax: (03)9725 7156

Email: insurance@considines.net

Your policy mentioned below falls due for renewal on 31/05/2021. To ensure your continued protection, payment should be made within 14 days of this date. Considines Insurance Services Pty Ltd. - ABN: 79 100 847 523

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 6/05/2021
Invoice No: 94321
Our Reference: 71635C

Should you have any queries in relation to this account, please contact your Account Manager
OFFICE - Trisha

Owners Corporation 71635C
C/- Cynthia Aponso
Unit 1 492 Middleborough Road
BLACKBURN VIC 3130

Class of Policy: Business Insurance
Insurer: QBE Insurance (Australia) Limited
GPO Box 4323, Melbourne VIC 3001
ABN: 78 003 191 035
The Insured: OWNERS CORPORATION 71635C

RENEWAL
Policy No: 141U293391BPK
Period of Cover:
From **31/05/2021**
to **31/05/2022** at 4:00 pm

R.No. i4084 5826 14/5/21 8.51a.m.
$522.24

Details: See attached schedule for a description of the risk(s) insured

Valued Client Since - - 31/05/2017

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
$377.06	$0.00	$0.00	$43.71	$41.47	$60.00

TOTAL **$522.24**

(A processing fee applies for Credit Card payments)

YOUR DUTY OF DISCLOSURE

PLEASE READ IMPORTANT NOTICE OVERLEAF

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce the liability under the Contract in respect of a claim or may cancel the Contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the Contract from its beginning.

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer.

CONSIDINES INSURANCE SERVICES PTY LTD is a member of the Australian Financial Complaints Authority If your complaint cannot be resolved to your satisfaction by us you can refer the matter to AFCA GPO Box 3, Melbourne,email info@afca.org.au,or www.afca.org.au

DEFT PAYMENT SYSTEMS

Please turn over for further payment methods and instructions

BPAY

Biller Code: 20362
Ref: 4034448191771461

Pay by credit card (Visa, Mastercard, Amex or Diners) at **www.deft.com.au** or
Call 1300 78 11 45. A surcharge may apply.
DEFT Reference Number: 4034448191771461

POST billpay

*498 403444 08191771461

CONSIDINES INSURANCE SERVICES PTY LTD
Our Reference: 71635C
Invoice No: 94321
Due Date: 31/05/2021

Premium	**$377.06**
U'writer Levy	**$0.00**
Fire Levy	**$0.00**
GST	**$43.71**
Stamp Duty	**$41.47**
Broker Fee	**$60.00**

AMOUNT DUE **$522.24**

+403444 8191771461 < 000052224<3+

Class of Policy:	Business Insurance	**Policy No:**	141U293391BPK
The Insured:	OWNERS CORPORATION 71635C	**Invoice No:**	94321
		Our Ref:	71635C

QBE Australia
ABN 78 003 191 035
AFS Licence No. 239545 of Level 5, 2 Park Street Sydney

QBE BUSINESS PACKAGE

POLICY NUMBER:	141U293391BPK
PERIOD OF COVER:	31/05/2021 TO 31/05/2022
INSURED:	OWNERS CORPORATION 71635C
INSURED ABN:	

SITUATION 1 DETAILS

BUSINESS:	STRATA TITLE RESIDENTIAL PROPERTY
SITUATION:	UNITS 1 - 3, 492 MIDDLEBOROUGH ROAD BLACKBURN 3130 VIC

BROADFORM LIABILITY SECTION - COMMON GROUND

	LIMIT OF LIABILITY
Liability	$ 10000000
Property Owners Only?	Yes
Property Value	$ 900000
Products Liability	$ 10000000
Goods in Physical Control:	As Per the Policy Wording
Annual Turnover	$ 0
Property Damage Excess	$ 500
Number of Employees	0

The rating of this section based on having a property value of $900000. If there is any change to this, you must notify the broker or the company.

Clauses Applicable:

2G9 PROPERTY OWNERS ONLY

PROPERTY OWNERS ONLY

This Policy does not cover liability arising out of or in connection with any business, profession, trade or activity other than as owner of property specified in the Policy Schedule.

Class of Policy:	Business Insurance	**Policy No:**	141U293391BPK
The Insured:	OWNERS CORPORATION 71635C	**Invoice No:**	94321
		Our Ref:	71635C

Cover under this Policy will only insure your legal liability resulting from an occurrences in the Common Area of the insured property.
Common Area means the area at your situation that is not part of any Lot.
Lot means an area shown on a plan as a lot or unit in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where your insured property is situated.

SFT STEADFAST COMMERCIAL WORDING
Steadfast Commercial/Retail/Industrial Policy wording QM485 applies when BUSINESS PACK INSURANCE is shown on the policy schedule.

Fire or Business Interruption	- NOT INSURED
Theft/Money/Glass	- NOT INSURED
General Property/ Machinery Breakdown	- NOT INSURED
Electronic Equipment	- NOT INSURED
Employee Dishonesty/Tax Audit/Transit	- NOT INSURED
Employment Practices/Statutory Liability	- NOT INSURED

Terrorism Insurance Act - Application To This Policy

- QBE Australia has determined that this policy (or part of it) is a policy to which the Terrorism Insurance Act 2003 applies. We have reinsured our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). As a consequence, we are required to pay a premium to the ARPC and that amount (together with the cost of that part of the cover provided by us and administrative costs associated with the legislation) is reflected in the premium charged to you. As with any other part of our premium, it is subject to Government taxes and charges such as GST, stamp duty and, where applicable, levies.

Our Agreement

- We agree to provide You with the insurance cover set out in each of the Policy sections which You select and which are listed in the Schedule. You have paid or agree to pay to us the Premium set out in the current Schedule. The insurance cover is in force for the Period of Cover set out in the Schedule. We will cover You for loss, damage and liability occurring during that Period of Cover, subject to the provisions of the Policy. We will not pay any more than the sum insured or limit of liability for each section which is shown in the Schedule. We will not pay the Excesses shown in the Schedule. If any loss or damage leads to a claim under more than one Section of this Policy, You must pay the highest applicable Excess, but You need to pay only one Excess.

CONSIDINES INSURANCE SERVICES PTY LTD EST IN 1978

Steadfast
STRENGTH WHEN YOU NEED IT

CONSIDINES INSURANCE SERVICES PTY LTD EST IN 1978

Considines Acting In Your Interests

Your Duty of Disclosure

Before you enter into a contract of general insurance and up until the commencement of the insurance, you have a duty, under the Insurance Contracts Act 1984, to tell the underwriter of anything that may affect the underwriters' decision whether to insure you and

Class of Policy:	Business Insurance	**Policy No:**	141U293391BPK
The Insured:	OWNERS CORPORATION 71635C	**Invoice No:**	94321
		Our Ref:	71635C

on what terms. You must tell the underwriter about anything that you know, or could be reasonably expected to know taking into account the nature and extent of the insurance cover to be provided and the class of persons who would ordinarily be expected to apply for such insurance cover.

For Eligible Contracts (Eligible Contracts involve individuals purchasing insurance for *motor vehicles with carrying capacity under 2 tonne, motorcycle, home building and contents, residential strata, travel, personal accident and sickness and consumer credit) the above duty only applies to questions asked of you by the underwriter.* In answering any such questions you must tell them anything that you know and that a reasonable person in the circumstances would include.

You have the same duty before you renew, extend, vary or reinstate an insurance contract. You do not need to tell the underwriter anything that:

- reduces the risk to be insured or that is of common knowledge;
- the underwriter knows or, in the ordinary course of business, ought to know;
- the underwriter has waived your duty to tell them about.

Change of Risk or Circumstances

- To enable us to provide you with sound advice and to ensure the proper insurance protection please keep us informed of any changes during the period of insurance. If you are in doubt as to whether the Insurer should or should not be told of certain changes, we would rather you consult us and give you the extra service by answering your queries than allow you to take the risk of prejudicing a claim.

Please Use the Following Space For:

- Any information which you wish to disclose;
- Any change of circumstances to the risk now being insured;
- Any details which could affect the Insurers decision to invite renewal on similar terms to last year;
- Any change in occupancy or if the property becomes vacant;
- Any alteration to your sum/s insured;
- Any change of address, phone number or other details

Details of Changes Required

_____

_____

Considines Insurance Services Pty Ltd is your guarantee of our impartiality and quality. Registered Licensees in law and practice represent insurance buyers, not Insurance companies. We are also legally on your side should you need to make a claim. It is in our interests to act in your Interest at all times. The Insurance industry encourages and supports a number of consumer protection mechanisms. All insurance licensees by law, must registered with the Australian Securities & Investment Commission. This requires us to provide annually audited accounts and carry professional indemnity cover. In addition, this business has formal In-house procedures for monitoring, recording and handling complaints. We also participate in and support a Government approved industry complaints scheme Insurance Brokers Dispute Facility. And we comply with its accompanying General Insurance Brokers' Code of Practice.

Interest

- In accordance with the relevant Insurance Legislation we are advising you that any interest which accrues on monies in the Considines Insurance Services Pty Ltd Trust Account will be credited to the Considines Insurance Services Pty Ltd Operating Account.

Cancellation Refunds

- In the event of amendment or cancellation of Insurance prior to expiry refunds applied will be less any commissions.

Important Notice

- This schedule of insurance (and any attachments) is only prepared as a brief summary of your insurance cover. It is not a complete description of all your policy terms, conditions, exclusions and/or coverage. In the case of a claim under any policy, or questions with regards thereto, the provisions of the policy will prevail.

Retail Clients

- Under the Corporations Act 2001 and associated Regulations Retail Clients are provided with additional levels of protection from

Class of Policy:	Business Insurance	**Policy No:**	141U293391BPK
The Insured:	OWNERS CORPORATION 71635C	**Invoice No:**	94321
		Our Ref:	71635C

other insurance purchasers. The Act defines Retail Clients as:

- Individuals or a small manufacturing business employing less than 100 people or any other business employing less than 20 people.
- And that are being provided a financial service or product that relates to the following insurance covers:
  - Motor Vehicle (under 2 tonne), Home building, contents, personal and domestic, Sickness and Accident or Travel, Consumer Credit and other classes as prescribed by regulations.

What Advice Is Being Provided (Retail Clients Only)

- If you are a Retail Client (refer above) and a Statement of Advice has not been provided to you with this invoice then the advice that we are giving you related to this transaction is General Advice.
- General Advice is advice that has been prepared without considering your current objective's, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objective's, financial situation or needs.
- If the advice provided relates to the acquisition or possible acquisition of a new insurance policy and the underwriter has prepared a Product Disclosure Statement (PDS) we will have attached the PDS for your review. You should consider the PDS prior to making the decision to purchase this product. Further information regarding the income we have been paid by the underwriter for this transaction is available upon request.

Privacy

- We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information. If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website at www.considines.net.au.

Co-Insurance, Average or Under Average

- Most fire, Loss of Profits (also know as Business Interruption or consequential Loss), Industrial Special Risks, construction, Machinery/Electronic Breakdown, Marine, Goods in Transit and some Home Insurance Policies contain Co-Insurance, Average or Under Insurance Clause. This means that you must insure for full value and this of course varies with the type of insurance cover you have, that is, Market Value, Indemnity or Replacement conditions. If you are underinsured the Insurer may reduce the amount of your claim by the proportion by which you are underinsured. For your protection we suggest you review your sums insured regularly and obtain a professional valuation.

Subrogation Rights

- Where another party is liable to compensate you for any loss, damage or liability which is covered by this contract of insurance but you have agreed not to seek compensation or recovery from the other party then the Insurer will not cover you for that total loss, damage or liability unless agreed to in writing by the Insurer.

Claims

- Please notify this office during normal business hours of any event likely to give rise to a claim. If applicable you should always notify the Police as soon as possible. Do not admit liability or make any offer of settlement. You must take all reasonable precautions for the safety of the property insured and to prevent further loss or damage.

Wholesale Broker Information

- In some cases we use the services of a Wholesale Broker (insurance intermediary) to access products that are not available to us directly from the insurer. You can identify where we have used an insurance intermediary as the Invoice/schedule will show that the policy is placed via another Insurance Intermediary. This situation usually arises where the insurance intermediary has developed a specialised product and competitive pricing for risks that are not commonly available directly from most underwriters. This means we are not dealing with the end insurer directly but via the insurance intermediary. All insurance intermediaries that we deal with are required to hold an Australian Financial Services Licence and to place all client funds received into a Trust Account and are required to meet the same high standards in the delivery of their services that apply to us. Importantly all claims will be the ultimate responsibility of and paid for by the end underwriter.

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Wealthsource Conveyancing C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 354021

NO PROPOSALS. As at the 26th November 2021, 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®.

UNIT 2, 492 MIDDLEBOROUGH ROAD, BLACKBURN 3130
CITY OF WHITEHORSE

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: 26th November 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 57971960 - 57971960122104 '354021'