

DATED



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REBECCA ANN ARCHER (formerly Miller) as Executor for the Estate of the Late MAUREEN JOSEPHINE MILLER (deceased)

CONTRACT OF SALE OF REAL ESTATE

Property:

223 WHITEHORSE ROAD, BLACKBURN VIC 3130

Accredited Specialists in
Property Law, Wills & Estates



CONTRACT OF SALE OF LAND

(August 2019)

Property Address: 223 WHITEHORSE ROAD, BLACKBURN VIC 3130

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off Period (Section 31, Sale of Land Act 1962)

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

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

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

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

- you bought the property at 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing 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 / / 2022

Print name of
person signing:

State nature of authority
if applicable (eg. director,
attorney under power of attorney):

Print name of
person signing:

State nature of authority
if applicable (eg. director,
attorney under power of attorney):

SIGNED BY THE VENDOR

on / / 2022

Print name of
person signing: **REBECCA ANN ARCHER (formerly Miller)**

State nature of authority
if applicable (eg. director,
attorney under power of attorney): **EXECUTOR OF THE ESTATE OF THE
LATE MAUREEN JOSEPHINE MILLER
(deceased)**

Print name of
person signing:

State nature of authority
if applicable (eg. director,
attorney under power of attorney):

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: O'Brien Real Estate
Address: 98 South Parade, BLACKBURN 3130
Email: anthony.molinaro@obrienrealestate.com.au
Phone: 03 9894 2044 Mob: O411 061 796 Fax: _____ Ref: Anthony Molinaro

VENDOR

Name: REBECCA ANN ARCHER (formerly Miller) as Executor of the Estate of the Late MAUREEN JOSEPHINE MILLER (deceased)
Address: 52 Piper Road, GEILSTON BAY 7015

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Davis Lawyers
Address: Level 15, 200 Queen Street, Melbourne 3000
DX: DX 126 Melbourne
Email: mvelickovska@davislaw.com.au
Phone: 03 9600 1800 Mob: _____ Fax: 03 9670 8122 Ref: PD:MV:122430-2

PURCHASER

Name: _____
Address: _____
Email: _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: _____
Address: _____
DX: _____
Email: _____
Phone: _____ Mob: _____ Fax: _____ Ref: _____

LAND (general conditions 3 and 9)

The land is described below:

Certificate of Title Reference	being lot	on plan
Volume 5173	Folio 468	16
		009679

If no title or plan reference 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: 223 WHITEHORSE ROAD, BLACKBURN VIC 3130

GOODS SOLD WITH THE LAND (general condition 6.3(f)) (list or attach schedule)

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

PAYMENT

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

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 condition 17 & 26.2)

is due on / / or earlier by agreement

~~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~~
- ~~• 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.~~

LEASE (general condition 5.1)

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

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

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

TERMS CONTRACT (general condition 30)

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

LOAN (general condition 20)

- ☐ This contract is subject to a loan being approved and the following details apply if the box is checked:
(or another lender chosen by the purchaser)

Lender: _____

Loan Amount: no more than \$ _____

Approval Date: / /

BUILDING REPORT (general condition 21)

- ☐ This contract is subject to a building report if the box is checked.

PEST REPORT (general condition 22)

- ☐ This contract is subject to a pest report if the box is checked.

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment:

☒ No

☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

The purchaser is not required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate: \$

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Contract unless the context otherwise requires, the following expressions shall have the following meanings:

Auction means that the property is offered for sale by public auction. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land (Public Auctions) Regulations 2014 as referred to in Special Condition 16.2.

Business Day means the day on which Trading Banks are open for business in the City of Melbourne;

Contamination has the meaning given to that term in Special Condition 13.2;

Contract means this Contract of Sale of Real Estate and includes the annexures and schedules to this Contract;

Day of Sale means the date on which this Agreement was executed by the last Party to do so.

Deposit means the deposit specified in the Particulars of Sale;

General Conditions means the General Conditions attached to this Contract;

Guarantee means the guarantee attached to this Contract;

Land means the Land described in the Particulars of Sale;

Land Tax means an assessment of Land Tax pursuant to the Land Tax Act 2005 as amended from time to time.

Particulars of Sale means the Particulars of Sale forming part of this Contract;

Party means a party to this Contract.

Property' means the property described in the Particulars of Sale;

Purchase Price means the purchase price for the Property specified in the Particulars of Sale;

Sale of Land Act means the *Sale of Land Act 1962*;

Settlement Date means the date specified in the Particulars of Sale as being the due date for settlement of this Contract;

Subdivision Act means the *Subdivision Act 1988* as amended from time to time;

Vendor means the person described in the Particulars of Sale and includes its successors and permitted assigns;

Vendors Agent means the agent specified in the Particulars of Sale (if any).

1.2. No Representation

The Purchaser agrees and acknowledges that:

- 1.2.1 this Contract contains and sets forth all the terms and conditions of and relating to the sale of the Property by the Vendor to the Purchaser and that so far as is legally permissible there are no conditions, warranties or other terms affecting or relating to this sale other than those embodied herein and the Purchaser acknowledges that the Vendor has given no warranty nor made any representation in relation to the Property;
- 1.2.2 no servant or agent of the Vendor, consultant, professional advisor or other person on behalf of the Vendor has made or has had any authority to make any representation, warranty, arrangement condition, statement or agreement binding on the Vendor which is not embodied in this Contract;
- 1.2.3 the description of areas and measurements appearing in any marketing material with respect to the Property are approximations only and may differ from such actual areas and measurements of the Property;
- 1.2.4 the Purchaser has made its own enquiries to satisfy itself as to all aspects of the Property and has obtained independent legal and financial advice in relation to all of the information contained herein; and
- 1.2.5 the information contained in any promotional material is a guide only and does not constitute an offer, inducement, representation, warranty or contract.

1.3 Waiver

No waiver of any breach of this Contract or any of the terms of this Contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

1.4 Governing law

This Contract shall be construed in accordance with and shall be governed by the laws for the time being in force in the State of Victoria and the parties submit to the jurisdiction of the Courts of the State of Victoria and all Courts of Appeal from those Courts.

2. AMENDMENTS TO GENERAL CONDITIONS

2.1 For the avoidance of doubt, the Purchaser acknowledges and agrees that:

- (a) Some of the General Conditions have been modified by these Special Conditions; and
- (b) In the event of any inconsistency between the General Conditions and the Special Conditions the Special Conditions will prevail to the extent of any such inconsistency.

2.2 The following General Conditions are **deleted** from this Contract:

- 15. Deposit Bond
- 16. Bank Guarantee

3. DEPOSIT MONEY

Any deposit monies (as defined by Section 23 of the *Sale of Land Act*) shall be held as a stakeholder by and applied by the Vendor's Solicitors in accordance with Division 3 of the said Act. The Stakeholder shall be entitled (but shall not be obliged to) to place the deposit monies in an interest-bearing Bank Deposit and any interest earned (less costs duties and expenses incurred in connection therewith) shall be paid to the party who becomes entitled to the stake.

The Purchaser shall pay to the Vendor the residue of the Purchase Price at the Settlement Date save for any adjustments, if any, provided in this Contract.

4. DEFAULT INTEREST

If the Purchaser defaults in payment of any money under this Contract the Purchaser shall pay to the Vendor interest at the rate of fourteen per centum (14%) per annum computed on the money overdue during the period of default without prejudice to any other rights of the Vendor.

5. WARRANTIES AND ENTIRE AGREEMENT

5.1 The parties agree and acknowledge that this Contract contains and sets forth all of the terms and conditions of and relating to the sale of the Land by the Vendor to the Purchaser and that so far as is legally permissible there are no conditions, warranties or other terms affecting or relating to this sale other than those embodied herein and in particular the Vendor gives no warranty as to the condition of any of the improvements on the Land or of any of the fixtures and fittings included in the same.

5.2 The Purchaser acknowledges that the Vendor's Agent has acted as agent for the Vendor and that except for any disclosure by the Vendor or the Vendor's Agent to the Purchaser in accordance with the provisions of the Sale of Land Act, no information statement representation or warranty (whether oral or in any advertisement brochure or otherwise) of the Vendor or the Vendor's agent (apart from those statements contained in the Vendor's Statement a copy of which is annexed to this Contract) was made with the intention or knowledge that it would be relied upon and that no such information statement representation or warranty has in fact been relied upon and it is further agreed that this Contract and the original Vendor's Statement are the sole and full repository of the agreement between the Vendor, the Vendor's agent and the Purchaser.

6. CONDITION OF PROPERTY

The Purchaser acknowledges that:

6.1 Any improvements on the Property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those laws shall not constitute and shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection, claim any compensation or refuse or delay payment of the Purchase Price or any part thereof on any such ground.

6.2 The Purchaser has purchased the Property as a result of the Purchaser's own inspection or inquiries and that the Purchaser does not rely on any representation or warranty of any nature made by or on behalf of the Vendor or the Vendor's agents, consultants and advisors concerning the state of repair and condition of the Property and the Purchaser purchases the Property subject to all faults and defects both latent or patent and that the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters and the Purchaser

shall not make any requisition or objection, claim and compensation or refuse or delay payment of the Purchase Price or any part thereof on any such ground.

- 6.3 The Purchaser cannot make any requisition, objection or claim for compensation in relation to any Contamination or pollution in or on the Property or in relation to any encroachment onto the Land or any encroachment by buildings on the Land over abutting lands or in relation to any failure to comply with any planning scheme, planning permit, restrictive covenant or other restriction affecting the Property or any failure to comply with any building regulation. None of those things constitutes a defect in the Vendor's title.

7. NO CLAIM FOR MISDESCRIPTION

The Purchaser admits that the Land as offered for sale and inspected by him is identical with that described in the Title particulars given above and shall not make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.

8. DEFAULT

The Vendor gives notice to the Purchaser that if the Purchaser fails to complete the purchase of the Property by the Settlement Date the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to interest payable in accordance with Special Condition 4 of this Contract:

- 8.1 all costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- 8.2 penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- 8.3 interest payable by the Vendor under any existing mortgage over the Property calculated from the Settlement Date;
- 8.4 legal costs and expenses as between the Vendor's Solicitor and the Vendor;
- 8.5 all reasonable expenses incurred by the Vendor as a result of the breach, including all accommodation costs (if any); and
- 8.6 the costs of the Vendor for remedying any default by the Purchaser under this Contract which the Vendor may but is not obliged to do and may do without any notice to the Purchaser and if so, elected by the Vendor, all costs incurred by the Vendor (including all legal costs charged on a solicitor and own client basis), professional costs and disbursements and expenses including consultants' costs, without prejudice to any other rights that the Vendor may have in respect of the Purchase in relation to such default and in particular without prejudice to the Vendor's rights to terminate this Contract.

9. STATUTORY RESTRICTIONS

The Property is sold and the Purchaser takes Title subject to the provisions of the Sale of Land Act and in particular to the following:

- 9.1 the easements (both express or implied) affecting the Land by virtue of the Act and any rights, easements or encumbrances which are appurtenant to any adjoining property;

- 9.2 any restrictions on user or scheme or plan of development under the *Local Government Act 1989*, the Melbourne and Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

10. OUTGOINGS

It is agreed that the adjustments of rates, charges and like outgoings at settlement shall be made on the basis that the Purchaser accepts responsibility for all such unpaid rates, charges and like outgoings accruing following the Settlement Date.

11. SUITABILITY FOR PURPOSE

The Vendor has not made and shall not be construed as having made any representation or warranty that:

- 11.1 the Property and/or improvements on the Property (if any) are suitable for any purpose which the Purchaser may have indicated as its intention to pursue; or
- 11.2 that any permit of any nature whatsoever has been obtained or is available from any relevant authority with respect to the use of the Property. Prior to entering into this Contract, the Purchaser has made its own enquiries and investigation into these matters and relies entirely on the results of its own investigations and its own judgement.

12. WARRANTIES

12.1 The Purchaser represents and warrants to the Vendor that:

- (a) it takes the Property on an "as is/where is" basis and takes full responsibility for the Property;
- (b) it accepts liability for all improvements on the Land and for all costs, expenses and damages it may suffer or any claims made against the Vendor in connection with the Land arising out of or in connection with the conditions (including climatic) or the characteristics encountered on, in, under, near or in connection with the Land or the suitability of the Land and its services;
- (c) it has not entered into this Contract on reliance on any information, representation, promise, statement or inducement by or on behalf of the Vendor or the State of Victoria or any other person other than as expressly set out in this Contract, including:
 - (i) Any representation concerning the Land, use and the future use of the Property;
 - (ii) Any report or information relating to the nature or condition of the Property or its surroundings made available by consultants by or on behalf of the Vendor or any other person to the Purchaser or any person on its behalf whether before or after the date of this Contract; or
 - (iii) The location or availability of any services serving the Property (whether from within, from or to the Property, or in relation to any rights of entry or egress in the Property in respect of the condition or quality of any services; but has:
 - a. had the opportunity to undertake and has undertaken a full due diligence of the Property and all other matters and things associated with the Property and/or that may affect the Purchaser and the Property:

- b. undertaken a comprehensive due diligence of the Property; and
 - c. satisfied itself in respect of all matters relating to the Land and the Property;
 - (d) it has the power and has taken all corporate and other actions required to enter into the Contract and to authorise the execution and delivery thereof and the performance of its obligations thereunder;
 - (e) the execution, delivery and performance of this Contract does not violate its Constitution or an existing law or any document or agreement to which it is a party or which is binding upon it or any of its assets;
- 12.2 The Purchaser acknowledges that the Vendor is entering into this Contract in reliance on the Purchaser's representations and warranties set out in this Contract.
- 12.3 The Purchaser warrants that he/she/it has made its own inquiries in respect of the state of the Assets.
- 12.4 The Purchaser warrants that he/she/it has had an opportunity to make and has made inquiries and has conducted its own investigations into the Assets and the Purchaser has independently and without the benefit of inducement, representation or warranty from any person determined to enter into this document.
- 12.5 The Purchaser acknowledges that the Assets are purchased on an "as is/where is" basis and the Vendor gives no representations or warranties in relation to the Assets.
- 12.6 The Purchaser acknowledges that it has received any instruction manuals and relevant documents which are in the possession of the Seller.
- 12.7 The Vendor gives no warranty as to the condition, state of repair, value, merchantability, or fitness for purpose of the Assets.
- 12.8 The Vendor warrants that, after settlement of this Contract has been effected, he/she/it will deliver the Assets to the Purchaser and the Assets will be in substantially the same condition as at the Day of Sale save for fair wear and tear.

13. NO OBJECTIONS OR COMPENSATION AND RELEASE AND INDEMNITY

- 13.1 The Purchaser must not make any objection or claim, any compensation or refuse or delay payment of the whole or any part of the Purchase Price because of any of the matters referred to in this Special Condition 13 including any one or more of:
- (a) The presence of any Contamination in, on or under or affecting the Land;
 - (b) Any misdescription of the Land whether it is in relation to area measurement or occupation;
 - (c) Any planning restrictions; or
 - (d) Any improvements on the Land do not comply with the *Building Act 1993*, the *Building Regulations 1994*, the *Building Code of Australia* or any other regulations, rules or local laws or because of a state of repair and condition.
- 13.2 In this Contract "Contamination" means the presence of any substance:

- (a) Which could result in a public authority issuing a notice requiring work to be done to the Land, investigations to be carried out on the Land and/or requiring the monitoring of the Land;
- (b) Which is potentially harmful to human health or the environment;
- (c) Which breaches any legislation or authorisation which relates to the environment; or
- (d) Which, in the context in which it is found or proposed to be used or deposited (as the case may be), is detrimental to the beneficial use of the environment.

14. NON MERGER

14.1 This Contract and all other warranties and indemnities given by each party to the other of them under this Contract will remain in full force and effect notwithstanding the settlement of the sale of the Property and the provisions hereof will not merge with any conveyance or transfer of the Property or with any registration of any conveyance or transfer of the Property.

14.2 The Purchaser acknowledges and agrees that:

- (a) Any provision of this Contract that is capable of having effect after the Settlement Date is to continue despite settlement having taken place; and
- (b) Rights in connection with a breach of this Contract are not affected by the settlement or termination of this Contract.

15. GUARANTEE

If a company purchases the Property:

15.1 any person who signs this Contract will be personally liable for the due performance of the Purchaser's obligations is if the signatory were the Purchaser; and

15.2 the Purchaser must procure that every director of the Purchaser must sign the Guarantee on or prior to the Day of Sale.

16. AUCTION

16.1 This condition does not apply if sold before or after public auction.

16.2 The Land shall be offered for sale by public auction, subject to the Vendor's reserve price and subject to the provisions of this condition, the highest bidder whose bid is accepted by the Auctioneer shall be the Purchaser. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land (Public Auctions) Regulations 2014 and are as follows:

- (a) The Auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction.
- (b) The Auctioneer may refuse any bid.
- (c) The Auctioneer may determine the amount by which the bidding is to be advanced.
- (d) The Auctioneer may withdraw the Property from sale at any time.
- (e) The Auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.

- (f) In the event of a dispute concerning a bid, the Auctioneer may re-submit the Property for sale at the last undisputed bid or start the bidding again.
 - (g) The Auctioneer must not accept any bid or offer for a property that is made after the Property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the auction refuses to sign the Contract of Sale following the auction.
 - (h) If a reserve price has been set for the Property and the Property is passed in below that reserve price, the Vendor will first negotiate with the highest bidder for the purchase of the Property.
-

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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease 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 in the header 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 sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

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 condition 11.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or

- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay: as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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MONEY

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

~~15.1 This general condition only applies if the applicable box in the particulars of sale is checked.~~

~~15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.~~

~~15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.~~

~~15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.~~

~~15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:~~

~~(a) settlement;~~

~~(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;~~

~~(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and~~

~~(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.~~

~~15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.~~

~~15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.~~

~~15.8 This general condition is subject to general condition 14.2 [deposit].~~

16. BANK GUARANTEE

~~16.1 This general condition only applies if the applicable box in the particulars of sale is checked.~~

~~16.2 In this general condition:~~

~~(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and~~

~~(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.~~

~~16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.~~

~~16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:~~

~~(a) settlement;~~

~~(b) the date that is 45 days before the bank guarantee expires;~~

~~(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and~~

~~(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.~~

~~16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.~~

~~16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.~~

~~16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.~~

~~16.8 This general condition is subject to general condition 14.2 [deposit].~~

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

- 17.2 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. 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 & CO OPERATION

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

*** Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines & Requirements**

The Committee has been established to decide disputes relating to property law matters. Where one party does not have a legal practitioner representing them, the dispute cannot be heard until that party instructs a legal practitioner¹.

An *agreed* Statement of Facts submitted in the dispute *must* be signed by *all* parties and referring legal practitioners and *must* include:

- 1.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
- 1.2 The *issues for resolution*, based upon the *agreed facts*, to be decided by the Committee.
- 1.3 Complete and legible copies of all relevant documents.
- 1.4 Applications for disputes to be decided by the Committee shall include a signed agreement by the referring legal practitioners and the parties to be bound by the Committee's decision on any questions of law or practice.

Applications, in the form supplied by the Institute, must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria (LIV).

An administration fee of \$100.00 for each referring legal practitioner must be paid to the Law Institute when the application is lodged.

The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee will act as an expert panel and not as an arbitrator.

The Committee reserves the right:-

- (i) to call for further and better particulars or documents in order to consider the dispute or make a decision.
- (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.

The Committee's written decision will be sent to the referring legal practitioners following the dispute being decided.

** The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

¹ Note: in circumstances where a legal practitioner (firm) may have acted for both parties, the parties must be independently represented for the purpose of referring the dispute to the Committee.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor: REBECCA ANN ARCHER (formerly Miller) as Executor for the Estate of the Late
MAUREEN JOSEPHINE MILLER (deceased)

Purchaser:

Guarantor:

IN WITNESS WHEREOF the said Guarantors have set their hands and seals

this day of 2022.

SIGNED SEALED AND DELIVERED by the)
said Guarantor in Victoria in the presence of:)

Witness:.....

SIGNED SEALED AND DELIVERED by the)
said Guarantor in Victoria in the presence of:)

Witness:.....

**REBECCA ANN ARCHER (formerly Miller) as
Executor for the Estate of the Late MAUREEN
JOSEPHINE MILLER (deceased)**

VENDOR'S STATEMENT

Property:

223 WHITEHORSE ROAD, BLACKBURN VIC 3130

DAVIS LAWYERS

LEVEL 15, 200 QUEEN STREET
MELBOURNE VIC 3000
(GPO Box 1169, MELBOURNE 3001)
DX 126 MELBOURNE

TEL: 03 9600 1800
FAX: 03 9670 8122
REF: PD:MV:122430-2

VENDOR'S STATEMENT PURSUANT TO 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.

VENDOR **REBECCA ANN ARCHER (formerly Miller) as Executor for the Estate of the Late
MAUREEN JOSEPHINE MILLER (deceased)**

PROPERTY **223 Whitehorse Road, Blackburn**

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 certificates.
- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
 - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
 - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

1.3 Terms Contract

This section 1.3 only applies if the 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, particulars are as follows:

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 to the receipt of rents and profits, are as follows:

Nil.

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

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

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

3.2 **Road Access**

There is access to the property by road.

3.3 **Designated Bushfire Prone Area**

The land is not in a bushfire prone area under section 192A of the *Building Act 1993*.

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

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

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

Nil.

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:

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

Particulars of any building permits issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land) are contained in the attached certificate.

6. OWNERS CORPORATION

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

7.1 Work-in-Kind Agreement

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

7.2 GAIC Recording

The land is not affected by the GAIC.

8. SERVICES

The following services are **not** connected to the land:

Nil.

9. TITLE

9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a “diagram location” in the Statement that identifies the land and its location.

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

11. MATERIAL FACTS

The Vendor hereby discloses in accordance with her obligations pursuant to Section 12(d) of the *Sale of Land Amendment Act 2019* that the former occupant passed away in the property as a result of a violent incident.

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 the 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.

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

Date of this Statement: 2 / 06 / 2022

Signature of the vendor: 
 REBECCA ANN ARCHER (formerly Miller) as Executor for the Estate of
 the Late MAUREEN JOSEPHINE MILLER (deceased)

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

Date of this Acknowledgment: / /

Signature of the purchaser:

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

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

VOLUME 05173 FOLIO 468

Security no : 124097920016D
Produced 27/05/2022 02:55 PM

LAND DESCRIPTION

Lot 16 on Plan of Subdivision 009679.
PARENT TITLE Volume 05150 Folio 956
Created by instrument 2738631R 30/09/1926

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

REBECCA ANN ARCHER of 223 WHITEHORSE ROAD BLACKBURN VIC 3130 Executor(s) of
MAUREEN JOSEPHINE MILLER deceased
AV676414U 27/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT 1270635

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

DIAGRAM LOCATION

SEE LP009679 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AV675817B (E)	CONV PCT & NOM ECT TO LC	Completed	27/05/2022
AV676414U (E)	TRANSMISSION APPLICATION	Registered	27/05/2022

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 223 WHITEHORSE ROAD BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 19087C PETER BRUCE DAVIS
Effective from 27/05/2022



DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

In the Supreme Court of Victoria

In its Probate Jurisdiction

In the Will of MAUREEN JOSEPHINE MILLER

Late of 223 Whitehorse Road, Blackburn, Victoria, Sales Assistant, deceased.

Be It Known that the Registrar of Probates orders that:

Probate of the Will (a true copy of which is annexed) of the abovenamed deceased who died on 5 July 2021 be granted to **REBECCA ANN MILLER** of 52 Piper Road, Geilston Bay, Tasmania.

Non-proving executors: Allan James Miller (Does not wish to apply at this time (leave reserved))

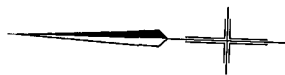
Date made and authenticated: 16 May 2022



Kathrine Price
REGISTRAR OF PROBATES

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

PLAN OF SUBDIVISION OF
PART OF CROWN SECTION 75
& PART OF CROWN ALLOTMENT 75^A
PARISH OF NUNAWADING
COUNTY OF BOURKE
MEASUREMENTS ARE IN FEET AND INCHES



CONVERSION FACTOR
FEET X 0.3048 = METRES
VOL.3931 FOL.151
VOL.4351 FOL.016
VOL.4685 FOL.888

LP 9679

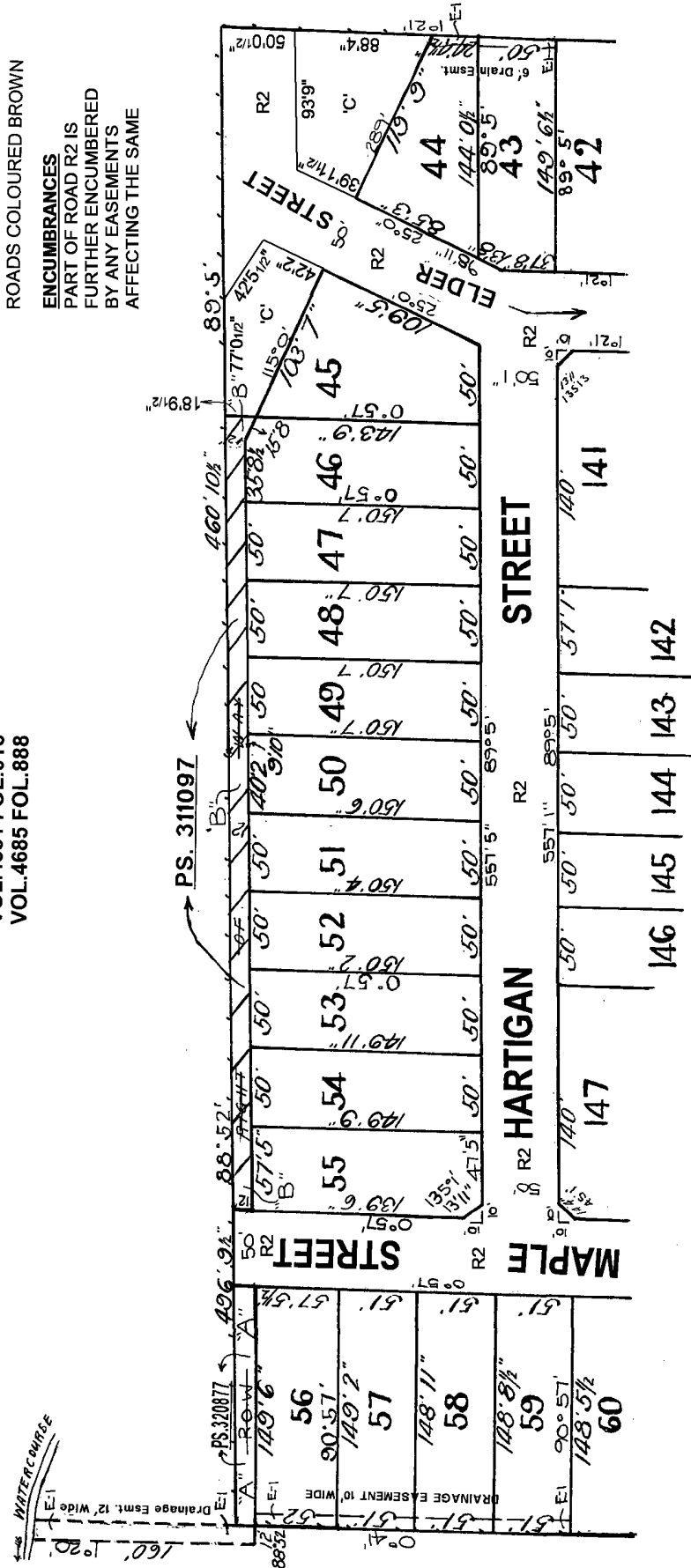
EDITION 3
PLAN MAY BE LODGED
10/12/1923

3 SHEETS
SHEET 1

COLOUR CODE
E-1 = BLUE
R1 & R2 = BROWN

ROADS COLOURED BROWN
ENCUMBRANCES
PART OF ROAD R2 IS
FURTHER ENCUMBERED
BY ANY EASEMENTS
AFFECTING THE SAME

WATERCOURSE

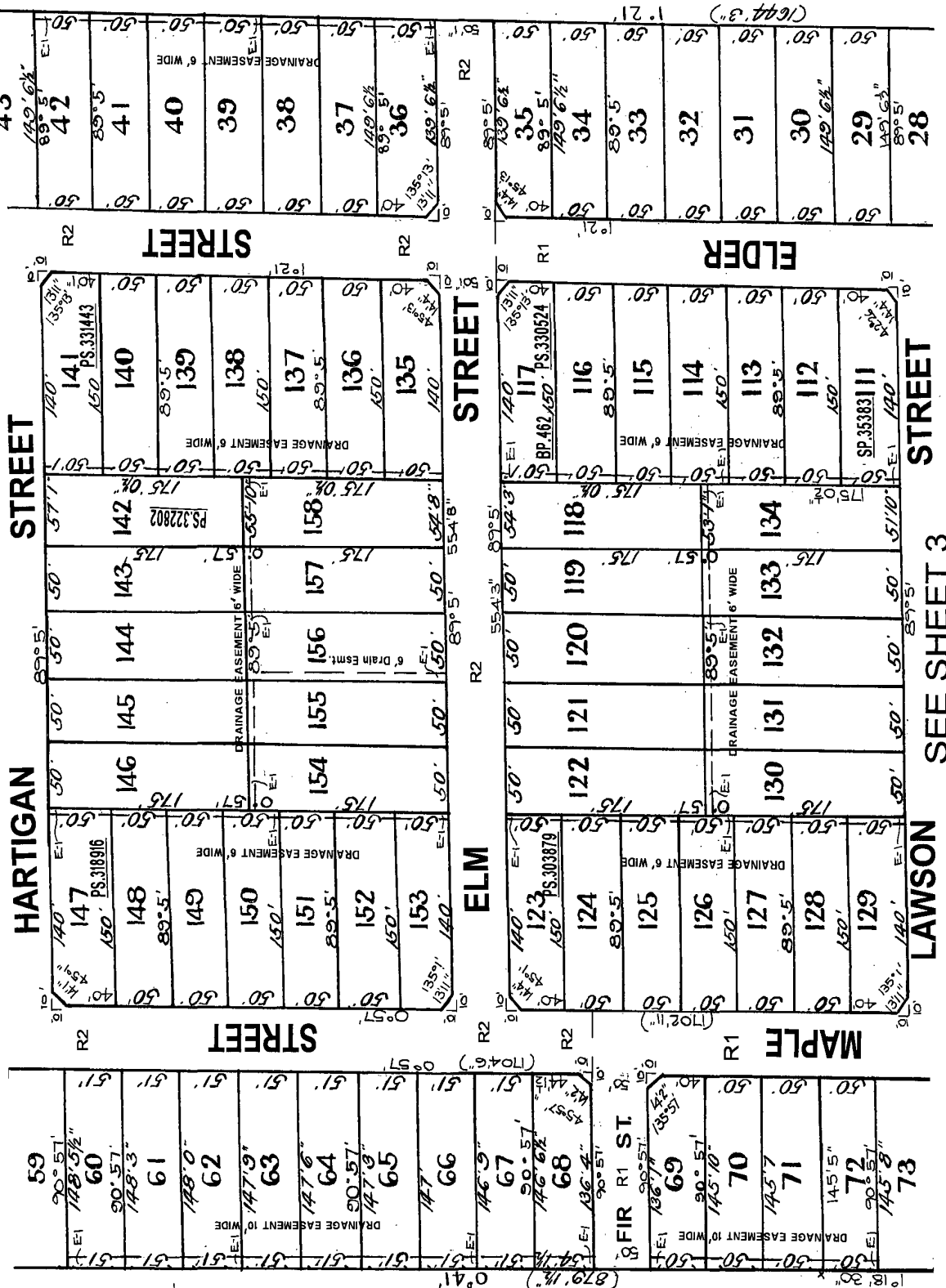


SEE SHEET 2

LP 9679

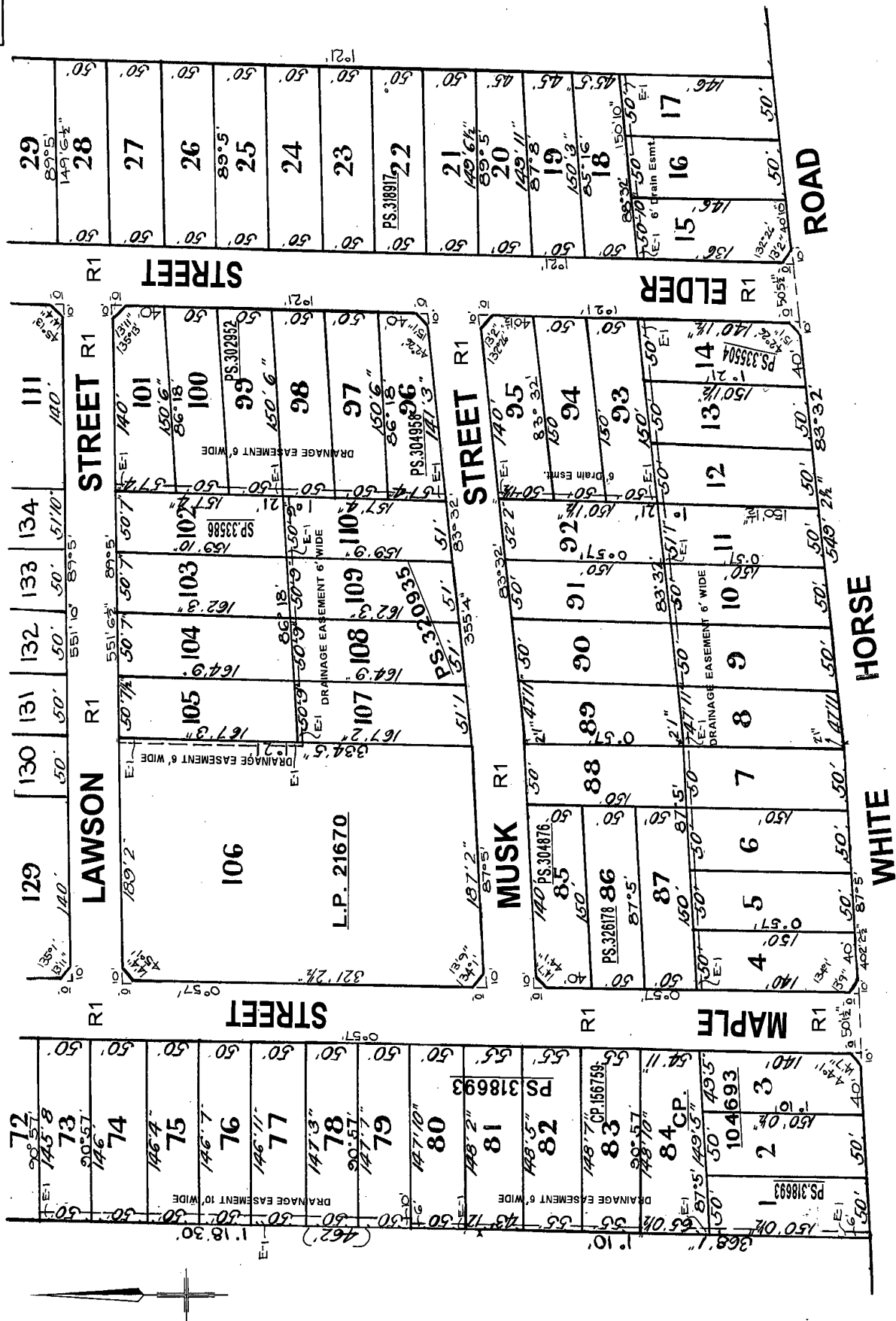
3 SHEETS
SHEET 2.

SEE SHEET 1



LP 9679

3 SHEETS
SHEET 3.



R.A. 272456
2708727 RIVERS W. DICKINSON & SON. **1270635**



Rad. B



See red and blue.
 4819 Part
 -639
Under an acre.
 Enc. As to blue, any
 covenants implied to.
 As to whole, Covenant
 in TR. 1270635.

Denoting Stamp
 29.7.26
 15.7.26

V I C T O R I A .

TRANSFER OF LAND



I FERDINAND ERNST ZERBE of Whitehorse Road Blackburn Orchard being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of EIGHT THOUSAND FIVE HUNDRED POUNDS paid or to be paid to me (for inter alia the land hereby transferred) by LAND INVESTMENT COMPANY LIMITED whose registered office is situate at 403 Collins Street Melbourne (the Vendor's lien hereby created being hereby expressly negatived in respect of the land hereby transferred) and in consideration of the sum of TWO HUNDRED AND FIFTY POUNDS paid to the said Land Investment Company Limited by ALFRED JOHN THUNDER of 17 Connell Street West - Tram Conductor - Hawthorn/Naval Petty Officer and of the covenants by the said Alfred John Thunder hereinafter contained DO HEREBY at the request and by the direction of the said Land Investment Company Limited testified by its executing this instrument TRANSFER to the said Alfred John Thunder All my estate and interest in ALL THAT PIECE of land being Lot Sixteen on Plan of Subdivision No. 9679 lodged in the Office of Titles being part of Crown Section Seventy five and part of Crown Allotment Seventy five A Parish of Sunswading County of Bourke and being part of the land described in Certificate of Title entered in the Register Book Volume 4819 folio 963639. -

And I the said Alfred John Thunder do hereby for myself my heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred COVENANT with the said Ferdinand Ernst Zerbe his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land now remaining in the said Certificate of Title that I my heirs executors administrators or transferees registered proprietor or proprietors for the time being of the land hereby transferred will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed from the said land hereby transferred any earth clay stone gravel or sand except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware and this covenant shall constitute a covenant to run

IMAGED

with the said land hereby transferred and the said Alfred John Thunder hereby request that the same shall be set out as an -
encumbrance on any Certificate of Title to be issued in respect of
the land hereby transferred or any part thereof. - - -

DATED the 28th day of May One thousand nine
hundred and twenty six. - - -

SIGNED in Victoria by the said)

FERDINAND ERNST ZERBE in the)

presence of)

Ferdinand Ernst Zerbe

Rivers & Dickinson

Solicitors Melbourne

THE COMMON SEAL of LAND INVESTMENT COMPANY)

LIMITED was hereto affixed by order of the)

Board of Directors in the presence of)

Marcel Brumby)
B. J. Brumby)

DIRECTOR.

SECRETARY.

SIGNED in Victoria by the said)

ALFRED JOHN THUNDER in the)

presence of)

A. J. Thunder

Rivers & Dickinson

ENCUMBRANCES REFERRED TO.

DATE *28th Aug* 1926.

F. D. ZEPPE ESQ.

by direction of

LAND INVESTMENT CO. LTD.

to

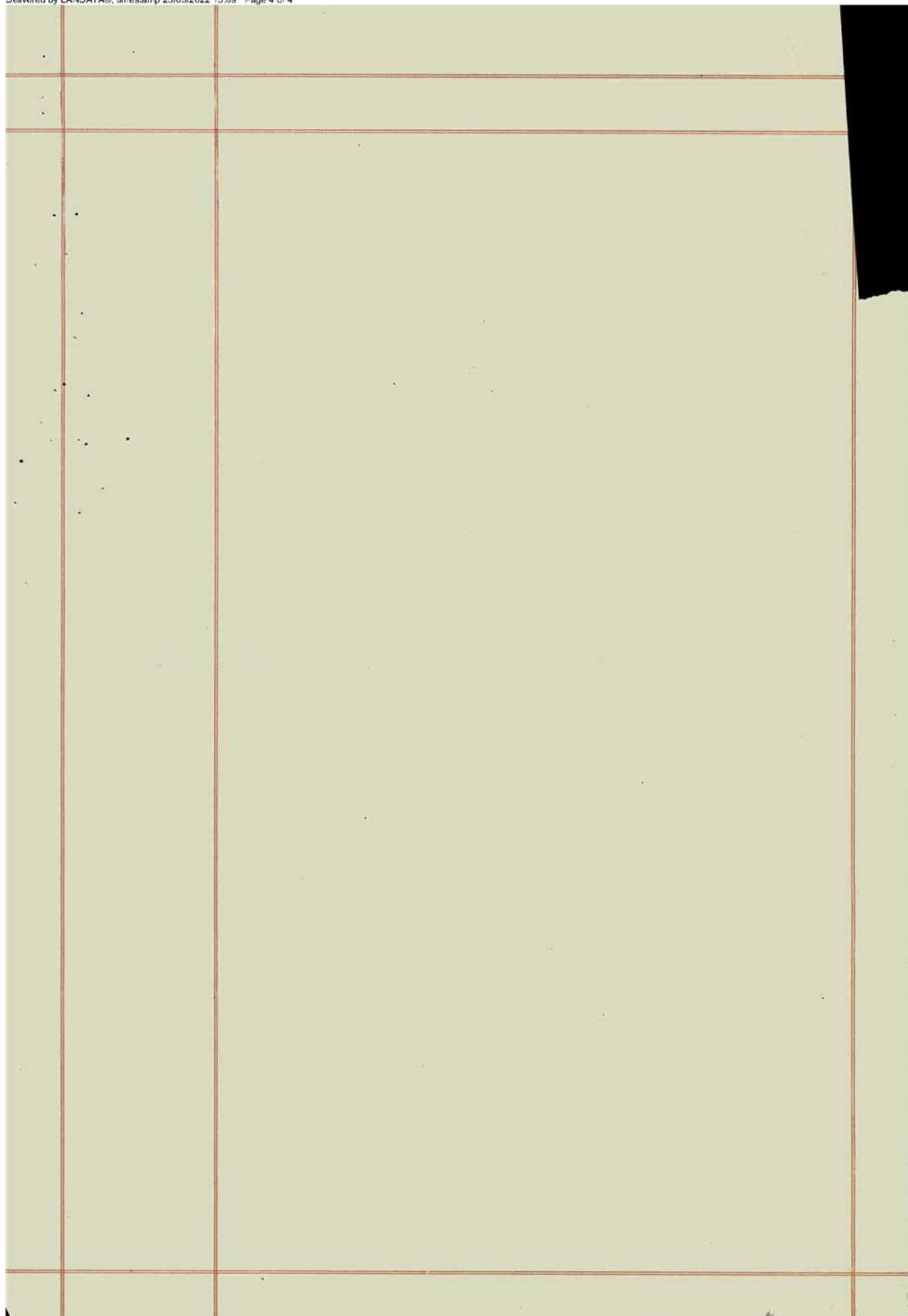
MR. A. J. THUNDER.

TRANSFER OF LAND.

Rivers W. Dickinson & Son.
Solicitors,
421 Collins St.
MELBOURNE.

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	IN DATE OF ITS RE-DETERMINATION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OF SYMBOL HEREON
TRANSFER AS TO PART	THE 15 th DAY OF <i>June</i> 1926	<i>2</i> <i>Alfred John</i> <i>Thunder</i>	<i>1270635</i>
<i>Ad.</i> <i>J. J. Lambrey</i> ASSISTANT REGISTRAR OF TITLES. I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL <i>4819</i> FOL <i>963639</i>. <i>J. J. Lambrey</i> ASSISTANT REGISTRAR OF TITLES			



PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 25 May 2022 04:31 PM

PROPERTY DETAILS

Address: **223 WHITEHORSE ROAD BLACKBURN 3130**
Lot and Plan Number: **Lot 16 LP9679**
Standard Parcel Identifier (SPI): **16\LP9679**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **208577**
Directory Reference: **Melway 48 B9**

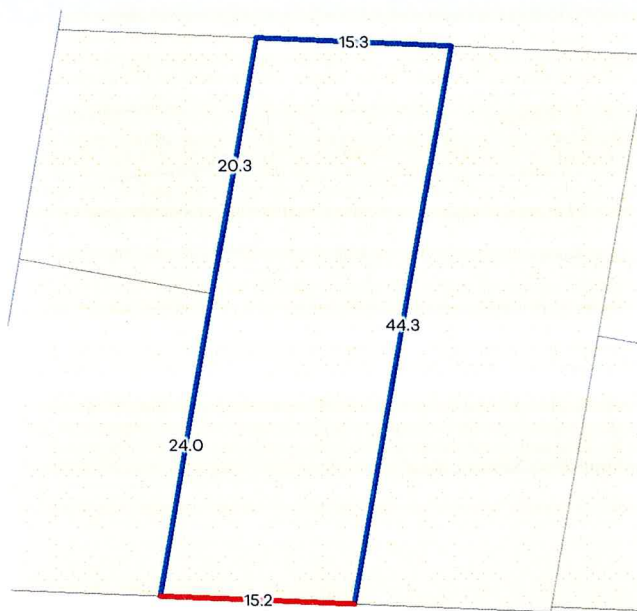
www.whitehorse.vic.gov.au

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: 671 sq. m

Perimeter: 119 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: [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 \(DDO8\)](#)
[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)
[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 \(SLO9\)](#)

PROPERTY REPORT



Environment,
Land, Water
and Planning

Planning scheme data last updated on 23 May 2022.

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

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

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

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

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

Area Map



Selected Property

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 25 May 2022 04:31 PM

PROPERTY DETAILS

Address: **223 WHITEHORSE ROAD BLACKBURN 3130**
Lot and Plan Number: **Lot 16 LP9679**
Standard Parcel Identifier (SPI): **16\LP9679**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **208577**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 48 B9**

www.whitehorse.vic.gov.au

[Planning Scheme - Whitehorse](#)

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

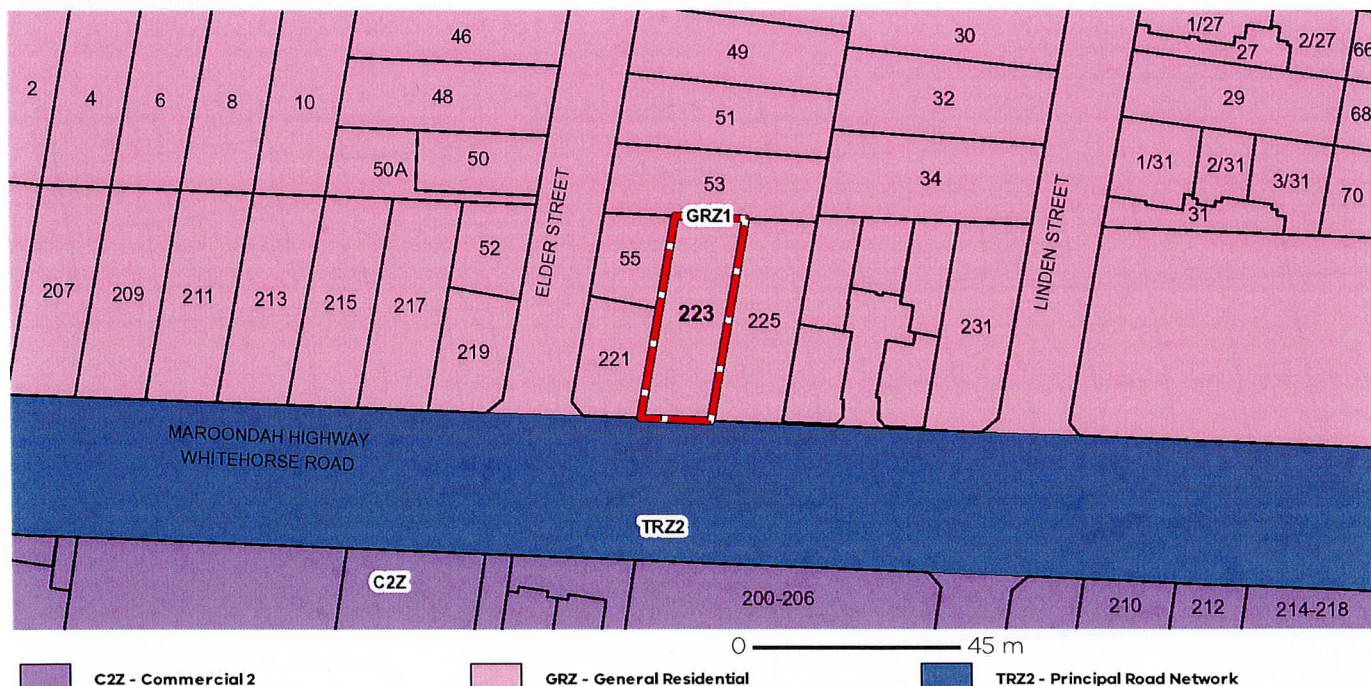
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[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.

Copyright © - State Government of Victoria

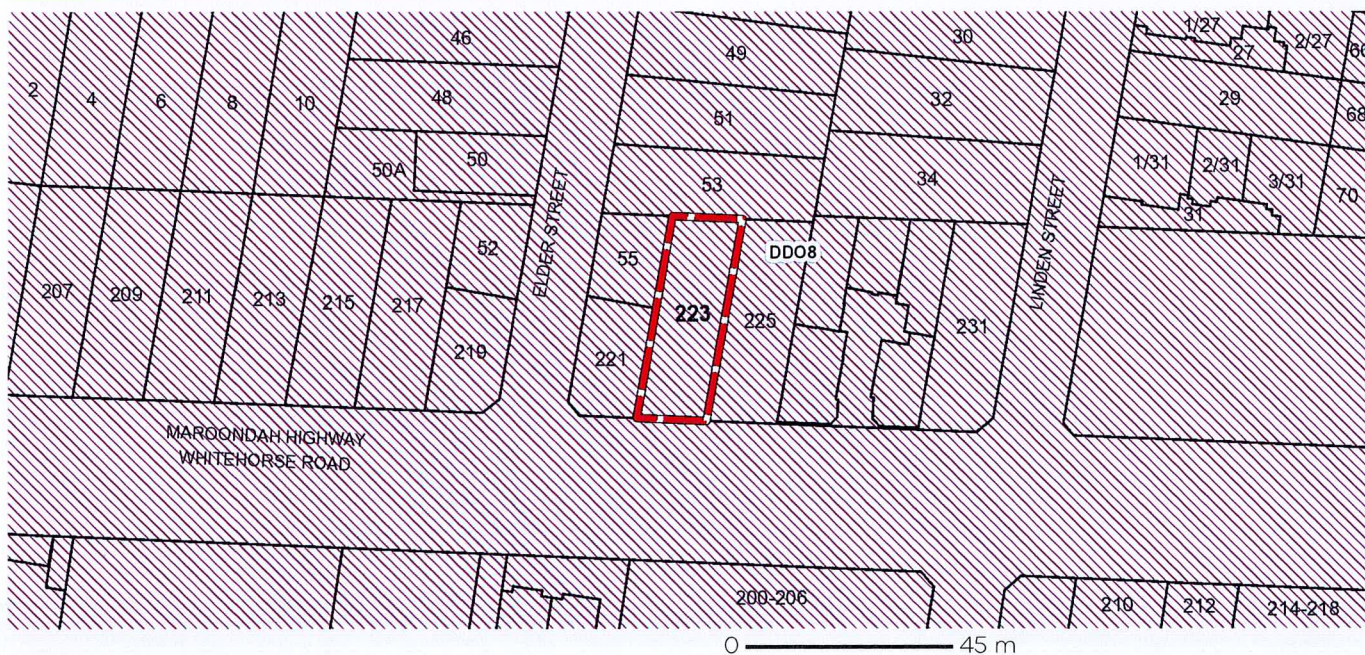
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)

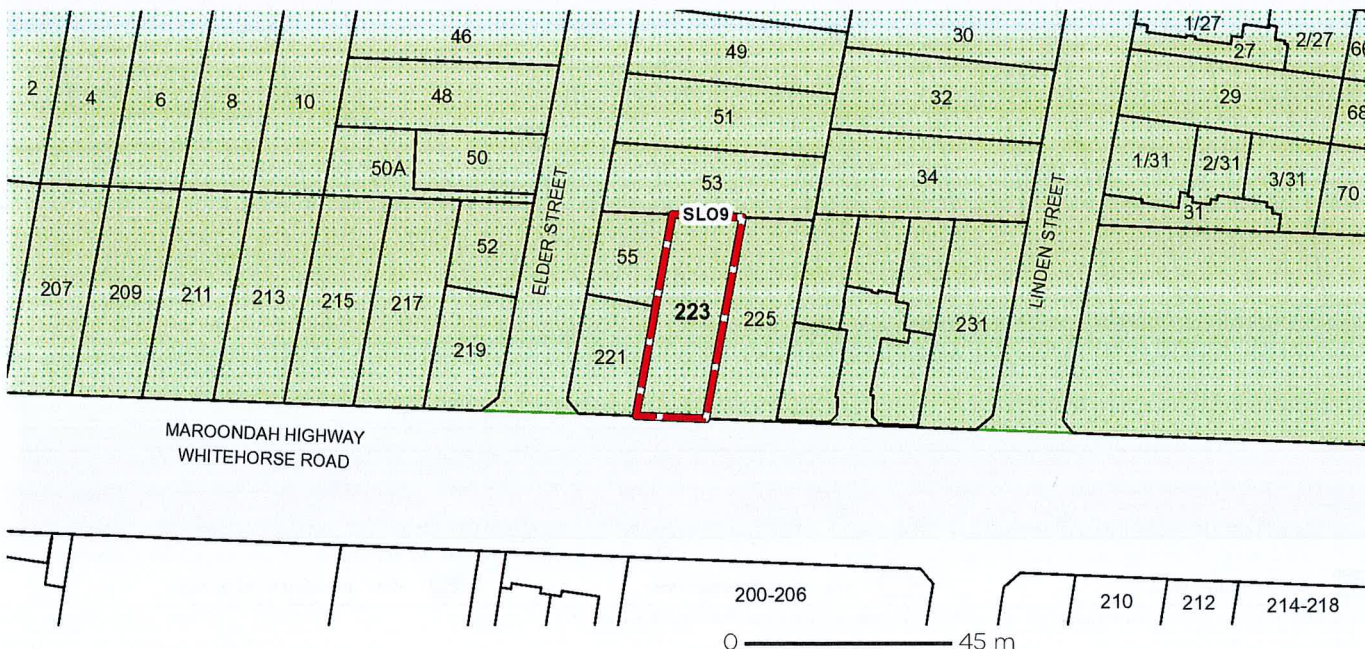


DDO - Design and Development

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

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIFIC CONTROLS OVERLAY (SCO)



 SCO - Specific Controls

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 unknown.

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

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

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

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.



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

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

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

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

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

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

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

Native Vegetation

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

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

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



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 6969
Date of Issue: 25 May 2022
Applicant's Reference: 64500738-013-9:36839

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

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

Assessment Number:	37012	Check Digit:	2
Property Description:	LOT 16 LP 9679		
Property Address:	223 Whitehorse Road, BLACKBURN VIC 3130		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2021 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2021.

Site Value:	\$810,000
Capital Improved Value:	\$955,000
Net Annual Value:	\$47,750

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022

DECLARED BY COUNCIL 28 JUNE 2021

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022

General Rates	1,643.00
FSPL Fixed Charge	114.00
FSPL Variable Rate	56.30
TOTAL CURRENT LEVIED	\$1,813.30

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING **\$1,516.30**

FOR PAYMENT INFORMATION SEE BACK PAGE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2021/2022 rating year, due dates for instalments are 30 September 2021, 30 November 2021, 28 February 2022 and 31 May 2022. Due date for lump sum payment is 15 February 2022.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

COMMENTS:

There is potential that there may be a Drainage Special Charge Scheme for this property. There is no set timeframe for this Scheme. Please contact Council's Design and Construction team on 9262 6333 for further details.



Authorised Officer: _____

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000370122
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Date of Issue: 25 May 2022
Applicant Reference: 64500738-015-3:36840

BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (1) of the Building Regulations 2018

Property Description: LOT 16 LP 9679
Property Address: 223 Whitehorse Road, BLACKBURN VIC 3130

We refer to your request for building permit particulars regarding the above property and advise of details of any building permit or certificate of final inspection issued in the preceding ten years:

Council has no record of any Building Permits being issued on this property in the past 10 years.

There are no outstanding notices or orders pursuant to Building Act 1993 regarding this property.

Issued by Whitehorse City Council Building Department – Ph: 9262 6421

Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

This certificate does not detail amendment or variation dates to Building Permits.

Details of partial Occupancy Permits or partial Certificates of Final Inspection may vary from dates shown on this certificate.

Despite whether a Building Permit is required or not, there is an obligation for all building works to be structurally sound and comply with the siting regulations. Consequently there may be building work on the property that Council has no record or knowledge of.

SAFETY OF EXISTING SWIMMING POOLS

All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

Swimming pools must be registered with Council under the Building Regulations, please register swimming pools online at www.whitehorse.vic.gov.au/pools-and-spas

SMOKE ALARMS

Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms, in accordance with the Building Regulations 2018.

25th May 2022

Davis Lawyers C/- InfoTrack C/- LANDATA
LANDATA

Dear Davis Lawyers C/- InfoTrack C/- LANDATA,

RE: Application for Water Information Statement

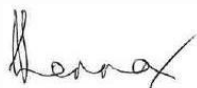
Property Address:	223 WHITEHORSE ROAD BLACKBURN 3130
Applicant	Davis Lawyers C/- InfoTrack C/- LANDATA LANDATA
Information Statement	30696555
Conveyancing Account Number	7959580000
Your Reference	353955

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	223 WHITEHORSE ROAD BLACKBURN 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Encumbrance

Property Address	223 WHITEHORSE ROAD BLACKBURN 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

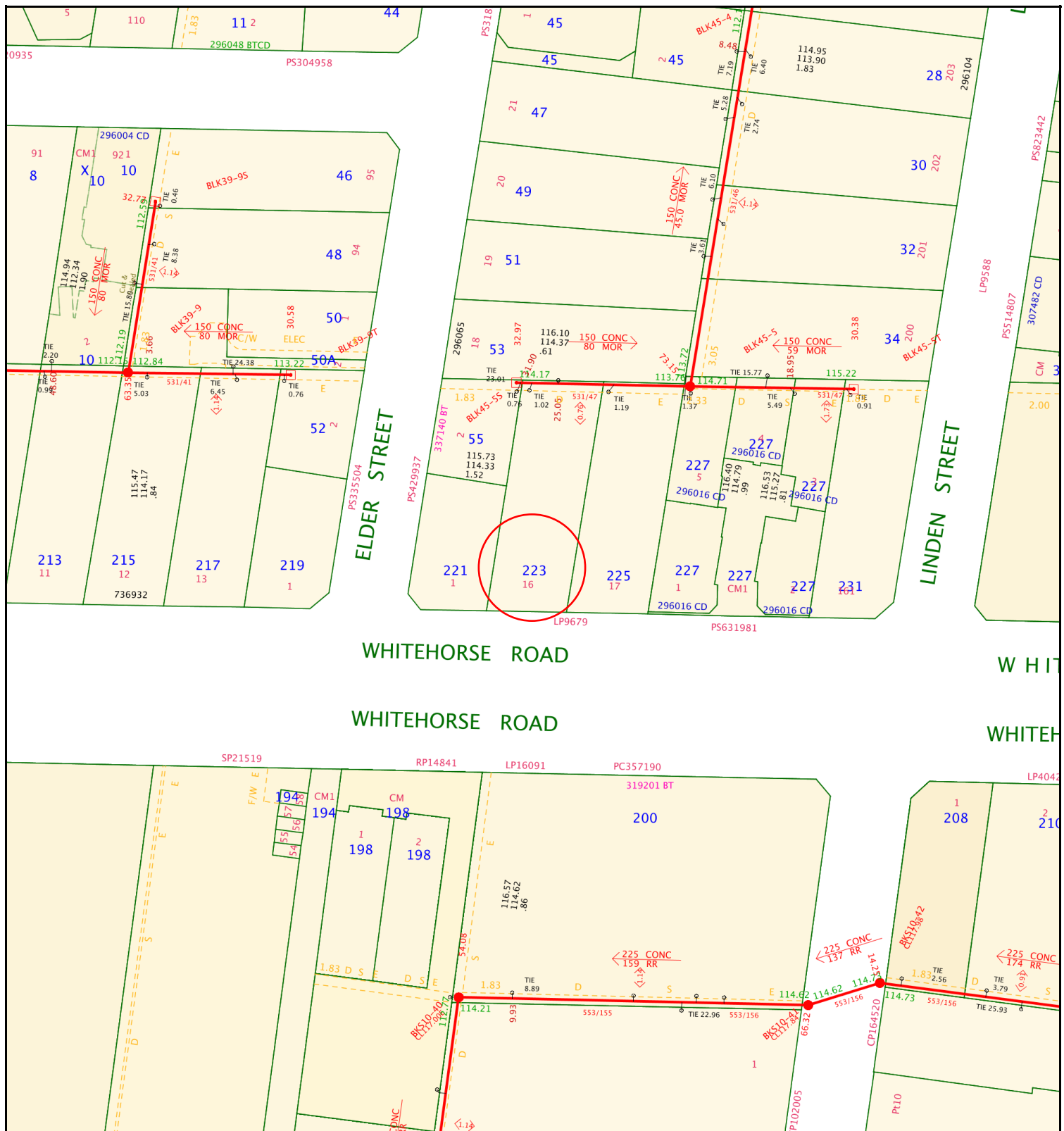
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water Information Statement Number: 30696555

Address	223 WHITEHORSE ROAD BLACKBURN 3130
Date	25/05/2022
Scale	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Davis Lawyers C/- InfoTrack C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7568610000
Rate Certificate No: 30696555

Date of Issue: 25/05/2022
Your Ref: 353955

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
223 WHITEHORSE RD, BLACKBURN VIC 3130	16\LP9679	1257885	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2022 to 30-06-2022	\$19.49	\$19.49
Residential Water Usage Charge <i>Step 1 – 1.000000kL x \$2.47490000 = \$2.47</i> Estimated Average Daily Usage \$0.03	24-01-2022 to 22-04-2022	\$2.47	\$2.47
Residential Sewer Service Charge	01-04-2022 to 30-06-2022	\$111.33	\$111.33
Residential Sewer Usage Charge <i>1.000000kL x 0.703156 = 0.703156 x 0.900000 = 0.632840 x \$1.14260000 = \$0.72</i> Estimated Average Daily Usage \$0.01	24-01-2022 to 22-04-2022	\$0.72	\$0.72
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$80.20
Drainage Fee	01-04-2022 to 30-06-2022	\$26.31	\$26.31
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$242.56
Total for This Property			\$483.08
Total Due			\$483.08

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of

this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.

5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1257885**Address:** 223 WHITEHORSE RD, BLACKBURN VIC 3130**Water Information Statement Number:** 30696555**HOW TO PAY**Biller Code: 314567
Ref: 75686100001**Mail a Cheque** with the Remittance Advice
below to:**Yarra Valley Water**
GPO Box 2860 Melbourne VIC 3001**Amount
Paid****Date
Paid****Receipt
Number****Please Note:** BPAY is available for individual property settlements.**PROPERTY SETTLEMENT REMITTANCE ADVICE****Property No:** 1257885**Address:** 223 WHITEHORSE RD, BLACKBURN VIC 3130**Water Information Statement Number:** 30696555**Cheque Amount:** \$

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Davis Lawyers C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 353955

NO PROPOSALS. As at the 25th May 2022, 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®.

223 WHITEHORSE 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: 25th May 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 64500738 - 64500738122839 '353955'

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / DAVIS LAWYERS

Your Reference:	MV 123044-2
Certificate No:	56296473
Issue Date:	25 MAY 2022
Enquiries:	ESYSPROD

Land Address:	223 WHITEHORSE ROAD BLACKBURN VIC 3130
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
11025683	16	9679	5173	468	\$0.00

Vendor: MAUREEN MILLER
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MAUREEN JOSEPHINE MILLER	2022	\$810,000	\$0.00	\$0.00	\$0.00

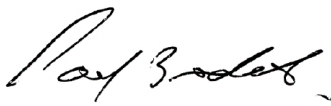
Comments: Property is exempt: LTX Principal Place of Residence.

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$955,000
SITE VALUE:	\$810,000
AMOUNT PAYABLE:	\$0.00



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

Certificate No: 56296473

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,025.00

Taxable Value = \$810,000

Calculated as \$975 plus (\$810,000 - \$600,000) multiplied by 0.500 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 56296473

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 56296473

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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