

Contract of sale of land

Property: 52 Dorothy Street, Burwood 3125

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Endorsed by the
Australian Institute
of Conveyancers
(Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/ /2023

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/ /2023

Print name(s) of person(s) signing: MARY DORIS GAUCI

.....
State nature of authority, if applicable: Alfred John Gauci (under an Enduring Power of attorney dated 22 July 2004 and who has had no notice that the power has been revoked)

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

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Particulars of sale

Vendor's estate agent

Name:.....

Address:.....

Email:.....

Tel: Mob: Fax: Ref:

Vendor

Name: **MARY DORIS GAUCI**

Address: 430 Lysterfield Road, Lysterfield, VIC 3156

ABN/ACN:

Email: alfred.gauci@icloud.com

Vendor's legal practitioner or conveyancer

Name: Jansen Walsh & Grace

Address: Suite 30 Wantirna Mall,, 348 Mountain Highway, Wantirna VIC 3152

Email: jorjia@jwglawyers.com.au

Tel: : 03 9720 2922 Mob: Fax: 03 9720 6320

Ref: PB:JF:23/31935

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:.....

Address:.....

ABN/ACN:.....

Email:.....

Purchaser's legal practitioner or conveyancer

Name:.....

Address:.....

Email:.....

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	8627	Folio 483	284 PS070200
Volume	Folio		

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

The land includes all improvements and fixtures.

Property address

The address of the land is **52 Dorothy Street, Burwood 3125**

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

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Lease (general condition 5.1)

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

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

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

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

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

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

SPECIAL CONDITIONS

Defined terms and interpretation

1.1 In these special conditions:

“Australian Consumer Law” has the meaning given in the Competition and Consumer Act 2010;

“Authority” means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament;

“bank” means:

- (a) an Australian-owned bank;
- (b) a foreign subsidiary bank; or
- (c) a branch of a foreign bank ---

on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority;

“business day” means a day that is not a Saturday, a Sunday, or a public holiday in Melbourne or at the location of the Property.

“contaminant” means a solid, liquid or gas, odour, heat, sound, vibration or radiation, or a quality or property of any of them, which is or may be:

- (a) noxious or poisonous;
- (b) obnoxious or offensive to the senses of human beings;
- (c) harmful or potentially harmful to the health, welfare, safety or property of human beings;
- (d) poisonous, harmful or potentially harmful to:
 - (i) animals, birds, wildlife, fish or other aquatic life; or
 - (ii) plants or vegetation; or
- (e) detrimental to any beneficial use made of land, water or atmosphere ---

and land is **“contaminated”** if one or more contaminants:

- (x) is on, in or under it; or
- (y) is emanating from it;

“Corporations Act” means the Corporations Act 2001;

“day of sale” means the “day of sale” within the meaning of the GCs;

“due date” means the “due date for settlement” within the meaning of the GCs, ie, the date settlement is due as set out in the Particulars of Sale or such other date agreed to by the parties;

“Duties Form” means the Digital Duties Form on Duties Online;

“Duties Online” means the State Revenue Office Duties Online portal, which is accessed on the website of the State Revenue Office;

“GCs” are the General Conditions in this contract;

“goods” are the goods (if any) specified in the Particulars of Sale and sold with the Property under this contract;

“Guarantee” means a guarantee in the form set out in Annexure A;

“Guarantor” means each person or corporation that is liable for the performance of the purchaser under this contract;

“Insolvency Event”, if the purchaser is a corporation, means any of these events:

- (a) an application is made to a court for an order, or an order is made:
 - (i) that the purchaser be wound up; or
 - (ii) appointing a liquidator or provisional liquidator in respect of the purchaser, or one of them is appointed, whether or not under an order;
- (b) a resolution is passed to appoint an administrator, or an administrator is appointed to the purchaser;
- (c) a receiver or a receiver and manager is appointed to the purchaser;
- (d) the purchaser enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or an assignment for the benefit of,

all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;

- (e) the purchaser resolves to wind itself up, or otherwise dissolve itself, or gives notice of an intention to do so or is otherwise wound up or dissolved;

the purchaser is, or states that it is, insolvent;

- (g) as a result of the operation of section 459F(1) of the Corporations Act, the purchaser is taken to have failed to comply with a statutory demand;
- (h) the purchaser is, or makes a statement from which the vendor may reasonably conclude that the purchaser is, the subject of an event described in section 459C(2)(a) to (f) inclusive or section 585 of the Corporations Act;
- (i) the purchaser takes any step to obtain protection, or is granted protection, from its creditors under any applicable law;
- (j) a mortgagee takes possession of any one of the assets or undertakings of the purchaser; or
- (k) anything analogous or having a substantially similar effect to any of the events specified above happens under any law,

and if the purchaser is a natural person, Insolvency Event means that the purchaser:

- (i) dies; or
- (ii) becomes insolvent under administration, as this term is defined in the Corporations Act,

and, in this definition only, the word **“purchaser”** includes:

- (x) any corporation which is a Related Body Corporate of the purchaser; and
- (y) each Guarantor;

“interest” means the interest (if any) that accrues on the deposit less the taxes, charges and fees charged on, or attracted by, the deposit or by the interest earned on it;

“Jansen Walsh & Grace” are the vendor’s legal practitioners;

“law” means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, approval, licence, direction or notice made under a law by any Authority that relates to or affects the Property or its development or use;

“outgoings” means any rates, taxes (including land tax), congestion or other parking levies, assessments, fire insurance premiums, charges, levies and other outgoings and includes fees, levies, charges and insurance premiums to which the Property is subject;

“related body corporate” has the meaning given to it in the Corporations Act;

“special conditions” means these special conditions;

“substitute purchaser” means a substitute or additional purchaser nominated by the purchaser under GC 4;

“ultimate holding company” has the meaning given to this term in the Corporations Act;

“vendor’s estate agent” means the estate agent or estate agents (if any) for the vendor whose details are set out in the Particulars of Sale.

- 1.2 **Gender and number.** In these special conditions, unless the context or subject matter is inconsistent:
- (a) words importing persons include corporations and words importing the masculine include the feminine;
 - (b) the singular means and include the plural and vice versa and any gender means and include all other genders.
- 1.3 **Grammatical forms.** Where a word or phrase is defined in these special conditions, its other grammatical forms have a corresponding meaning.
- 1.4 **Headings.** Headings are for convenience of reference only and do not affect the construction or interpretation of these special conditions.
- 1.5 **Person.** References to a person include:
- (a) that person’s executors, administrators and assigns; and
 - (b) a company, corporation or other juristic person, partnership, firm, body of persons, unincorporated association, trust, settlement or superannuation fund.
- 1.6 **“Business day”.** In these special conditions, if a day on or by which an obligation must be performed, or an event must occur is not a “business day”, the obligation must be performed, or the event must occur on or by the next business day.
- 1.7 **“include”.** In these special conditions, mentioning anything after “include”, “includes” or “including” does not limit what else might be included.
- 1.8 **Legislation.** In these special conditions, unless the context or subject matter is inconsistent, references to legislation or a provision of any legislation is a reference to such legislation as amended from time to time and includes:
- (a) amendments, modifications or re-enactments of the legislation, or any legislative provision substituted for the legislation;

- (b) regulations, statutory instruments or other subordinate legislation issued under the legislation.

1.9 **Special conditions.** In these special conditions, a reference to a special condition, schedule or annexure is a reference to a special condition of, or schedule or annexure to, this contract and a reference to this contract includes all schedules and annexures.

Variation of General Conditions

- 2.1 GC 9 is deleted.
- 2.3 GC 12 is deleted.
- 2.5 GCs 31.4, 31.5 and 31.6 are deleted.

Acceptance of title

- 3.1 GC 14.3 is amended by inserting the word “reasonable” before the words “satisfaction of the purchaser”.

Where vendor has died or is personal representative

- 4.1 In these special conditions, the words “personal representative” have the same meaning as in subsection 5(1) of the Administration and Probate Act 1958.
- 4.2 If either:
 - (a) the vendor dies before the Date of Settlement; or
 - (b) or the vendors are personal representatives —
 then this contract is subject to and conditional upon the personal representatives obtaining a grant of representation within 90 days from the date of this contract.
- 4.3 The personal representatives shall use their best endeavours to do all things necessary to obtain a grant of representation within the time specified in special condition 4 2 .
- 4.4 If a grant of representation is not issued within the period specified in special condition 4 2 , the deposit shall be refunded to the purchaser, and the contract shall be at an end.
- 4.5 The Date of Settlement will be the later of:
 - (a) the Date of Settlement specified in the contract; or
 - (b) 14 days after the purchaser receives written notice from the personal representatives that they have obtained a grant of representation.
- 4.6 Neither party will have a claim against the other party arising out of any rights either party may otherwise have against each other as a result of the inability or failure by the personal

representatives to obtain a grant of representation within the period specified in special condition 4.2.

Reserved

[THIS PART DOES NOT APPLY TO THIS CONTRACT OF SALE]

No representations

- 6.1 **No representations.** The purchaser acknowledges that:
- (a) it has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the vendor, Jansen Walsh & Grace or the vendor's estate agent other than those expressly set out in this contract;
 - (b) neither the vendor nor any person on behalf of the vendor has made any promise to the purchaser, or to any agent of the purchaser, about obtaining a loan to defray some or all of the price;
 - (c) neither the vendor nor any person on behalf of the vendor has made any representation or warranty as to the fitness for any particular purpose or otherwise of the property, or that any structures comply with the current or any building regulations, and the purchaser expressly releases the vendor and the vendor's employees and agents from any claims or demands in respect thereof;
 - (d) the selling agents acted as agents for the vendor and no information, representation or warranty of the vendor or the vendor's estate agent was made with the intention or knowledge that it would be relied upon, and this contract contains all of the terms of the agreement between the parties.
- 6.2 The purchaser is precluded from relying on any alleged representations made by the vendor or the vendor's estate agent, which are not included in these special conditions.

Condition of property

- 7.1 **Inspections.** The purchaser acknowledges that:
- (a) it has undertaken an inspection of the Property and any buildings or other structures on the Property, as well as any chattels, fixtures and fittings;

- (b) it has made all the enquiries with Authorities that a prudent and careful person would make before entering into this contract;
- (c) it enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;
- (d) it purchases the property in its state of repair and condition as at the date of the contract including any deficiency or defects which may require reinstatement or repair or replacement as at the day of sale;
- (e) it will accept delivery of the property and chattels "as is", ie, in their present condition and state of repair and with any defects existing at the date hereof; and
- (f) the vendor is under no liability or obligation to carry out repairs, renovations, alterations, or improvements.

7.2 **No warranty by vendor.** The vendor does not represent and gives no warranty:

- (a) about the condition or fitness for purpose of the Property or compliance or non-compliance with any law with respect to the Property;
- (b) about the presence of any Contaminant or pollutant in, on, under or emanating onto or from the Property;
- (c) that improvements on the Land:
 - (i) are constructed on or inside the boundaries of the Land,
 - (ii) are not owned by third parties and encroach onto the Land, or
 - (iii) comply with the terms of all of the laws that apply to them; or
- (d) about the working order, condition, or fitness for purpose of the Goods, or any compliance or non-compliance of the Goods with any law.

Fences

- 8.1 The purchaser accepts the Land in its condition at the Day of Sale and may not call on the vendor to pay for or contribute to the cost of the construction of fences irrespective of whether notices to fence had been served on the vendor on or before the Day of Sale.
- 8.2 While the vendor is the owner of any land adjoining or contiguous to the Land, the purchaser shall not require the vendor to pay for or contribute to the cost of a fence or fences between the land retained by the vendor and the Land.

Easements, restrictive covenants, planning restrictions, etc

9.1 **Laws.** The purchaser acknowledges that:

- (a) it buys the Property:
 - (i) in its present condition and state of repair;



- (ii) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
 - (iii) subject to any non-compliance with any easement that is disclosed in the Vendor Statement; and
 - (iv) subject to any non-compliance with the Local Government Act or any ordinance under that Act in respect of any building on the land; and
 - (b) it is responsible for remedying, at its own cost, any failure of the Property to comply on the Day of Sale with any laws affecting the Property.
- 9.2 The purchaser buys the Property subject to:
- (a) all easements and encumbrances affecting the Property;
 - (b) any agreement registered or registered on the title to the Property under section 173 of the Planning and Environment Act 1987 and any other agreements entered into by the vendor or any other entities with Authorities; and
 - (c) all relevant planning controls and restrictions on the use and/or development of the Property imposed by the planning scheme for the municipality in which the Property is situated, including any agreements entered into by the vendor or any other entities with Authorities.
- 9.3 The purchaser must not make any objection, delay settlement or claim any compensation in relation to any matter referred to in special conditions 9.1 and 9.2.
- 9.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
- 9.5 The purchaser indemnifies the vendor in respect of any loss or damage which the vendor may incur or may become liable because of the purchaser's failure to remedy any such failure. This special condition does not limit the operation of GC 28.

Environment: no warranty

10. The vendor makes no warranty or representation as to whether there is contaminant in, under or emanating from, or which may have emanated from, the Property. The purchaser must make its own inquiries and satisfy itself in relation to all matters concerning the environmental status of the Property.

Deposit

- 11.1 The purchaser must pay the deposit to Jansen Walsh & Grace or to the vendor's estate agent, as nominated by the vendor, within the time required by this contract.
- 11.2 The deposit payable hereunder shall be 10% of the Purchase Price.



- 11.3 The deposit shall be paid to the vendor's estate agent and shall be held by it as a stakeholder pursuant to Division 3 of the Sale of Land Act.
- 11.4 The purchaser agrees that the vendor may (at its discretion) direct the vendor's estate agent to transfer the deposit to Jansen Walsh & Grace.
- 11.5 If the deposit is held by Jansen Walsh & Grace, the vendor may (but is not required to) direct Jansen Walsh & Grace to invest the deposit in a separate interest-bearing trust account at a Bank, in which case it unequivocally authorises Jansen Walsh & Grace to invest the deposit accordingly.
- 11.6 If the vendor gives the direction pursuant to special condition 11.4, the purchaser authorises Jansen Walsh & Grace to invest the deposit in a separate interest-bearing trust account at a Bank.
- 11.7 **Tax file number.** Within 7 days after the Day of Sale, each party must notify Jansen Walsh & Grace in writing of its tax file number. Each party authorises Jansen Walsh & Grace to give its tax file number to the Bank with which the deposit is to be invested.
- 11.8 **Entitlement to interest.** Interest will belong to the vendor unless the purchaser becomes entitled to a refund of the deposit. If the purchaser becomes entitled to a refund of the deposit, then interest will belong to the purchaser.
- 11.9 **Stakeholder.** The vendor and the purchaser hereby appoint each other as their lawful attorney for undertaking any action permitted or required under GC 14 and absolve the stakeholder from any liability for that action.
- 11.10 **Claim.** The parties must not make any claim on Jansen Walsh & Grace for any matter arising out of special conditions 11.4 to 11.9.

Deposit — payment by EFT

- 12.1
- 12.2 After payment of the deposit by EFT, the purchaser must provide reasonable evidence of the electronic remittance to the financial institution if requested by the intended recipient.
- 12.3 Payment is made when cleared funds are received in the intended recipient's bank account.
- 12.4 Each party must do everything reasonably necessary to assist the other party trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

Nomination

- 13.1 If the purchaser nominates a substitute or additional purchaser (Substitute purchaser), all arrangements in relation to the nomination must be documented and completed at the purchaser's expense and to the reasonable satisfaction of the vendor.

- 13.2 If the substitute purchaser is or includes a corporation (other than a corporation whose shares are listed on a recognised Australian public securities exchange), the purchaser must deliver to the vendor at the same time that it notifies the vendor of the nomination, a Guarantee and Indemnity:
- (a) duly completed and executed by every director of the substitute purchaser; or
 - (b) if the substitute purchaser is a wholly owned subsidiary of a corporation whose shares are listed on a recognised Australian public securities exchange, duly completed and executed by that listed corporation;
 - (c) a written acknowledgment from the Guarantors that the nomination of the substitute purchaser does not vitiate the Guarantors' obligations.
- 13.3 No nomination is allowed if the purchaser has defaulted.

Parties

14. If a party comprises two or more persons, the provisions of this contract binding that party bind those persons jointly and severally. Any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.

Where two or more transferees

- 15.1 If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract correctly records at the day of sale the proportions in which they are buying the property ("**the proportions**").
- 15.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional land transfer duty which may be assessed as a result of the variation.
- 15.3 The purchaser fully indemnifies the vendor, the vendor's estate agent and Jansen Walsh & Grace against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

Where purchaser is a company

- 16.1 If the purchaser is a company (other than a corporation listed on the main board of the Australian Stock Exchange), then the purchaser shall within 7 days will arrange for each of the directors to sign the guarantee attached to this contract.

- 16.2 If the purchaser buys on behalf of a company (other than a corporation listed on the main board of the Australian Stock Exchange), then the purchaser shall sign the guarantee attached to this contract and within seven (7) days will arrange for each of the directors to sign a similar guarantee.
- 16.3 **Execution.** If the purchaser is a corporation (other than a corporation listed on the main board of the Australian Stock Exchange), each person who signs this contract on behalf of the purchaser:
- (a) warrants that he or she is duly authorised to sign this contract on behalf of the purchaser, and
 - (b) must ensure that:
 - (i) all the directors and all the shareholders; and
 - (ii) the ultimate holding company of the purchaser executes the Guarantee.
- 16.4 **Delivery of guarantee.** The Guarantee, executed in accordance with special condition 16.3, must be delivered to Jansen Walsh & Grace on the Day of Sale.

Non-Australian resident

- 17.1 The purchaser has declared in the purchaser's Status Declaration in schedule 2 to the particulars of sale whether the purchaser is a Non-Australian Resident or an Australian resident. If the purchaser's Status Declaration has not been completed, the purchaser warrants to the vendor that, and will be regarded as having declared that, it is an Australian resident.
- 17.2 The purchaser warrants to the vendor that:
- (a) the purchaser has not breached section 26A of the Foreign Acquisitions and Takeovers Act 1975 in entering into this contract; and
 - (b) the purchaser has obtained:
 - (i) any authority of the Reserve Bank of Australia required under the Banking (Foreign Exchange) Regulations 1959; and
 - (ii) any other approval required from any Authority under any other law, to enter into this contract.
- 17.3 If any of the warranties in special conditions 17.1 or 17.2 is untrue in any way, the purchaser:
- (a) will be in default under this contract; and
 - (b) (without limiting special conditions 27.1 to 27.4) indemnifies the vendor against all loss (including consequential loss) suffered by the vendor as a result of the vendor having relied on the warranty.
- 17.4 If the purchaser has declared in the purchaser's Status Declaration in schedule 2 to the particulars of sale that the purchaser is a Non-Australian Resident, then that purchaser

("foreign purchaser") must provide a copy of the purchaser's passport to the vendor on the day of sale.

- 17.5 If the vendor notifies the purchaser in writing that for whatever reason, any Pre-Approval is rendered void or is terminated ("**Vendor FIRB Notice**"), then any foreign purchaser must promptly after receiving a vendor FIRB Notice:
- (a) use all reasonable endeavours to obtain FIRB approval pursuant to the Takeovers Act in respect of its purchase of the Property in accordance with this contract ("**Individual FIRB Approval**"); and
 - (b) keep the vendor informed of the progress of the Individual FIRB Approval application, including providing copies of all application forms to the vendor.
- 17.6 If any foreign purchaser required to obtain Individual FIRB Approval is unable to obtain the Individual FIRB Approval, the foreign purchaser must, by no later than 4 pm on the date which is 35 days after being provided with the Vendor FIRB Notice ("**FIRB Sunset Date**"), give notice to Jansen Walsh & Grace that it has been unable to obtain Individual FIRB Approval.
- 17.7 If the foreign purchaser notifies the vendor that it has not obtained Individual FIRB Approval, this contract is immediately terminated, and all monies paid by the purchaser shall be refunded to the purchaser in full without interest.
- 17.8 The purchaser acknowledges that if it does not provide notice, the purchaser will be deemed to have obtained Individual FIRB Approval, and the purchaser will not be entitled to terminate this contract.
- 17.9 Notwithstanding special conditions 17.4 to 17.8, if:
- (a) the purchaser does not provide evidence of the Individual FIRB Approval to Jansen Walsh & Grace by the FIRB Sunset Date; or
 - (b) the Treasurer of the Commonwealth government makes an order in accordance with the Takeovers Act including an order prohibiting the purchaser's acquisition of the Property or an order directing the purchaser to dispose of the Property —
- the vendor may, at its discretion, elect to terminate this contract by giving 7 days' written notice to the purchaser at any time and if such written notice is given by the vendor, the deposit will be refunded to the purchaser in full without interest.

Reserved

[THIS PART DOES NOT APPLY TO THIS CONTRACT OF SALE]

Assignment, mortgage or charge by vendor

- 19.1 **Vendor's rights.** The vendor has the right to:
- (a) mortgage the Property; and
 - (b) assign or novate any of its rights, privileges, benefits or obligations under this contract, whether by way of security or absolute assignment.
- 19.2 **Purchaser's obligation.** If at any time the vendor (in its sole and unfettered discretion) directs the purchaser in writing to do so, the purchaser must, within the reasonable time required by the vendor, execute:
- (a) a deed in the form prepared by the vendor assigning or novating this contract to another entity; and
 - (b) a Vendor Statement in the form prepared by the other entity.
- 19.3 If this contract is novated or assigned to another entity, the purchaser:
- (a) must within 14 days of being requested to do so, do whatever is necessary to give that third party the benefit of the deposit provided by the purchaser; and
 - (b) will not make a claim, enquiry, requisition or demand against the vendor in respect of special conditions 19.1 to 19.3 or any matter arising from special conditions 19.1 to 19.3.
- 19.4 If, despite special condition 19.1, the other entity requires evidence that the purchaser consents to the exercise of the vendor's rights under special conditions 19.1 to 19.3:
- (a) the vendor may give notice of this requirement to the purchaser; and
 - (b) the purchaser must promptly execute any consent required by the third party.
- 19.5 **Obligations essential.** The purchaser's obligations under special conditions 19.1 to 19.4 are essential.

Assignment by purchaser

20. The purchaser must not assign or otherwise deal with this contract or any right under this contract without the prior written consent of the vendor.

Loan

21. GC 20 is replaced with the following:
- 20.1 The contract is subject to the lender approving the loan on the security of the property by the approval date in the particulars of sale or any later date in accordance with this General Condition.

- 20.2 The approval date is extended to any later date requested by the purchaser in writing provided that the purchaser makes that request before the approval date in the particulars of sale.
- 20.3 The vendor may reject the purchaser's request for an extended approval date in writing at any time after receipt 'of the purchaser's written request, in which case the approval date is the later of the approval date in the particulars of sale or 2 business days after the purchaser receives the vendor's rejection.
- 20.4 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 on the vendor within 2 clear days of the approval date; and
 - (d) is not in default under any condition of this contract when the notice is given.
- 20.5 All money must be immediately refunded to the purchaser if the contract is ended in accordance with GC 20.4.

Requisitions

22. The purchaser will not make any requisitions because of any matter referred to in special conditions 6.1, 7.1, 7.2 and 9.1.

Statement of adjustments

- 23.1 The parties agree that periodic outgoings referred to in GC 23.1 include any Outgoings.
- 23.2 Subject to special condition 23.5, the purchaser must prepare the statement of adjustments for the purposes of calculating the adjustment to the Price under GC 19.
- 23.3 The purchaser must deliver the proposed statement of adjustments to the vendor or Jansen Walsh & Grace for the vendor's approval at least one Business Day before the Due Date. The purchaser must make any changes to the statement of adjustments reasonably required by the vendor.
- 23.4 If the purchaser breaches special condition 23.3:
- (a) the vendor will not be obliged to settle until 5 Business Days after the date on which the purchaser delivers the statement of adjustments to the vendor or Jansen Walsh & Grace; and

- (b) the purchaser must, at settlement, pay interest under special condition 27.3 from the Due Date.
- 23.5 Despite special conditions 23.1 and 23.3, the vendor may elect to prepare the statement of adjustments (even after it has received the purchaser's proposed statement of adjustments) in the form required by the vendor, in which case:
- (a) it may submit the statement of adjustments to the purchaser at any time up to 2 days before the Settlement Date;
 - (b) the vendor's statement of adjustments will be used in lieu of the purchaser's proposed statement of adjustments; and
 - (c) except in the case of manifest error, the vendor's statement of adjustments will be accepted by the purchaser.
- 23.6 The vendor may, after settlement, make any further adjustments or re-adjustments to the Price if in the vendor's opinion:
- (a) the statement of adjustments prepared for settlement was incorrect; or
 - (b) the Outgoings which were (or ought to have been) subject to adjustment change or are expanded or reduced.
- 23.7 Special conditions 23.1 to 23.6 do not merge in the transfer of the Property but will continue in full force and effect.
- 23.8 The purchaser must provide copies of all certificates and other information used to calculate adjustments if requested by the vendor.

Extension of time

- 24.1 Time shall remain the essence of this contract despite any waiver given or indulgence granted by a non-defaulting party to the party in default.
- 24.2 If the vendor consent to an extension of any time to the purchaser, time continues to remain of the essence despite any rule of law or principle of equity to the contrary.

Reserved

[THIS PART DOES NOT APPLY TO THIS CONTRACT OF SALE]

Reserved

[THIS PART DOES NOT APPLY TO THIS CONTRACT OF SALE]



Settlement and transfer

- 25.1 **Goods.** Property in the goods does not pass to the purchaser until all money payable under this contract is paid by the purchaser.
- 25.2 **Settlement on due date.** The purchaser must settle before 4.30 pm on the Due Date.
- 25.3 If settlement takes place on the Due Date but, through no fault of the vendor at a time later than 4.30 pm:
- (a) settlement will be deemed to have taken place on the next Business Day; and
 - (b) without limiting the vendor's rights, the purchaser must at settlement pay interest under special condition 27.3.

Reserved

[THIS PART DOES NOT APPLY TO THIS CONTRACT OF SALE]

Default

- 27.1 **Particular obligations.** If:
- (a) the purchaser breaches:
 - (i) special condition 16.4; or
 - (ii) any special conditions in special conditions 11.1 to 11.6; or
 - (b) an Insolvency Event occurs —
- GC 34 will not apply to this contract and the vendor may immediately terminate this contract by notice in writing to the purchaser at any time while the breach or Insolvency Event subsists. The vendor is not required to give the purchaser an opportunity to remedy the breach or Insolvency Event before it terminates this contract under this special condition 27.1.
- 27.2 **If vendor terminates.** If the vendor terminates this contract under special condition 27.1, GC 14.4 will apply as if the vendor had given notice under GC 34 and GC 35 2 applied.
- 27.3 **Purchaser to pay interest.** If the purchaser fails to pay an amount due under this contract, it must pay interest on that amount at a rate of 4% per annum above the rate fixed from time to time under the Penalty Interest Rates Act 1983 from the date on which the amount should have been paid until the date it is paid. The interest to be paid under this special condition 27.3 must be paid at settlement.
- 27.4 **Forfeiture of deposit.** If this contract ends because of a default of a purchaser, without limiting GC 35.4(a), if the amount of the deposit is less than 10% of the Price or if the purchaser has not paid a deposit which is equivalent to 10% of the Price or more, the

purchaser must, immediately following the date on which this contract ends, pay to the vendor the amount D calculated in accordance with the following formula, which is forfeited to the vendor:

$$D = (0.1 \times P) - PD$$

where:

P is the Price.

PD is the amount of the deposit paid by the purchaser under this contract.

- 27.5 **Time remains of the essence.** The purchaser's obligation to pay interest under special condition 27.3 does not mean that time is not of the essence for the performance of the purchaser's obligations under this contract.

Foreseeable Losses

- 28.1 GC 32 provides that a party who breaches the Contract of Sale 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.
- 28.2 The vendor gives notice to the purchaser that if the purchaser fails to pay the balance on settlement on the date fixed by the Contract of Sale, the vendor may suffer the following loss and damage or incur the following expenses which are reasonably foreseeable and which the purchaser shall be required to pay to the vendor (in addition to any interest payable in accordance with the GCs):
- loss of interest on the use of the balance from the date fixed by the Contract of Sale for settlement until the balance is paid;
 - if the vendor has granted a mortgage over the property, the interest payable by the vendor under the mortgage calculated from the date fixed by the Contract of Sale for settlement until the balance is paid;
 - if the vendor has to obtain bridging finance, the interest charged on the lender and the fees charged by the for providing the bridging finance from the date fixed by the Contract of Sale for settlement until the balance is paid;
 - any penalties payable by the vendor to the mortgagee or any third party as a result of the default;
 - accommodation expenses incurred by the vendor from the date fixed by the Contract of Sale for settlement until the balance is paid;
 - the fees or charges payable by the vendor to removalists thrown away or unnecessarily incurred by reason of the purchaser's default;

- storage expenses incurred by the vendor for storing chattels from the date fixed by the Contract of Sale for settlement until the balance is paid;
- costs and expenses as between the vendor and Jansen Walsh & Grace in advising and dealing with the default, including emails, faxes, telephone attendances and letters in the sum of \$330;
- costs and expenses as between the vendor and Jansen Walsh & Grace in the issue of recession notices and default notices in the sum of \$950;
- the sum of \$250 charged by Jansen Walsh & Grace for rescheduling the date for settlement.

The purchaser should note that if he or she fails to settle on the due date, the vendor may be unable to reschedule another settlement date for 3 to 5 business days.

28.3 **Additional losses and expenses.** If the purchaser breaches this contract, the purchaser, in addition to paying interest under special condition 27.3, must pay or reimburse the vendor each of the following at settlement:

- accommodation, storage and removalist costs incurred by the vendor;
- all fees, costs and expenses incurred by the vendor in relation to the sale of the Property to the purchaser, including agent's commissions and marketing expenses;
- the cost of obtaining bridging finance or other credit accommodation to complete the vendor's purchase of another property, and Interest, charges, fees, commissions and other expenses (including legal fees) charged on the bridging finance or other credit accommodation;
- interest, charges and other expenses payable by the vendor under any existing mortgage, charge or other encumbrance over the Property, calculated from the Due Date;
- all legal costs and expenses incurred by the vendor;
- penalties and any other expenses payable by the vendor through any delay in settlement of the vendor's purchase of another property; and
- if the Property is registered in the name of the vendor at midnight on 31 December following the Due Date, all of the land tax assessed charged and levied on the vendor in respect of the Property after the Due Date.

The purchaser acknowledges that each of these losses and expenses is a reasonably foreseeable loss to the vendor for the purposes of GC 32(a).

28.4 **Other rights unaffected.** Nothing in special conditions 28.1 to 28.3 limit the rights of the vendor if the purchaser defaults under this contract.

Consumer protection



- 29.1 **Unfair contract terms.** The purchaser acknowledges that:
- (a) the terms of this contract are negotiable; and
 - (b) prior to signing this contract, the purchaser has reviewed this contract and has raised all issues of concern with the vendor.
- 29.2 The parties acknowledge that the terms in this contract are reasonably necessary to protect the legitimate interests of the vendor.

Releases and indemnity

- 30.1 From the Day of Sale, the purchaser:
- (a) will be responsible at its own expense for complying with all laws, including without limitation, all directions and orders made, and policies declared, under laws, in relation to;
 - (b) releases the vendor and the vendor's employees, agents and officers from all liability in relation to; and
 - (c) indemnifies the vendor and the vendor's employees, agents and officers, and will keep them indemnified, against —
- all liability, claims and proceedings in respect of any loss, damage or expense arising from or in any way connected with, any Contaminant in, under or emanating from, or which may have emanated from, the Property, regardless of when the Contaminant may have come onto the Property or emanated from it. The vendor need not incur any expense or make any payment to enforce the indemnity in special condition 30.1(c).
- 30.2 The purchaser indemnifies the vendor against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the vendor) that the vendor may sustain or incur as a result, whether directly or indirectly, of any breach of this contract by the purchaser including, but not limited to, a breach in respect of which the vendor exercises a right to terminate this contract.

No objection or compensation

- 31.1 **No claim or requisitions.** The purchaser will not:
- (a) make any objection;
 - (b) claim any compensation (other than in relation to Goods where specifically provided for under this contract) or seek any reduction in the Price;
 - (c) ask the vendor to undertake any action or ask the vendor to incur any cost;
 - (d) rescind this contract; or
 - (e) delay settlement —

because of any matter referred to in special conditions 6.1, 7.1, 7.2 and 9.1.

- 31.2 The purchaser must not make any objection or requisition, claim any compensation, rescind this contract, or delay settlement because of any matter set out in, or contemplated by, special conditions 10 or 31.1.
- 31.3 The purchaser indemnifies the vendor against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the vendor) that the vendor may sustain or incur as a result, whether directly or indirectly, of any breach of this contract by the purchaser including, but not limited to, a breach in respect of which the vendor exercises a right to terminate this contract.

Privacy and confidentiality

- 32.1 Each party consents to the other party (and their legal practitioner or conveyancer named in this contract of sale) collecting, storing and disclosing any information. This consent is limited to the information only being used to process and complete this transaction, and any contemporaneous finance transaction by either party in respect of the property.
- 32.2 The disclosure may only be made to the extent necessary to conduct those transactions, and to necessary persons such as the other party, the other party's legal practitioner or conveyancer, the Commissioner, Properly Exchange Australia Ltd or any other electronic conveyancing network operator agreed by the parties; regulatory, taxing, registration and municipal authorities, utility and service providers, the property's owners corporation, the estate agent for the transaction, and the parties respective financiers and their necessary agents such as land valuers. The identity and contact details of the information recipients are described in this contract and associated transaction documents, can be provided by the parties' legal practitioners or conveyancers, or may be located by internet searches.
- 32.3 Recipients collecting the information under legislative authority limit the use of the information to those legislative purposes, but those purposes may include maintaining publicly searchable registers and indexes. The legislative authority for those recipients includes the Income Tax Assessment Act 1997 (Cth), the Taxation Administration Act 1953 (Cth), the Electronic Conveyancing National Law, the Transfer of Land Act 1958, the Duties Act 2000, Local Government Act 1989, the Owners Corporation Act 2006 and legislation governing utilities and services and any relevant owners corporation. Some or all of those recipients are required to disclose the information to other entities, bodies or persons by law or to provide the utilities and services or to fulfil their purposes.
- 32.4 The failure to provide required information may result in the transaction not proceeding. The transaction not proceeding may result in the party responsible being liable for damages and contractual and other consequential liabilities.

- 32.5 All or some of the entities, bodies and persons that collect the information are required to have a privacy policy. Their privacy policies provide how an individual:
- (a) may access the individual's personal information held by the entity;
 - (b) seek correction of such information;
 - (c) may complain about a breach of the Australian Privacy Principles or registered code; and whether the entity is likely to disclose the personal information to overseas recipients. The privacy policy will identify the countries in which the recipient of the personal information is located if it is practicable to do so or otherwise make the individual aware of them.
- 32.6 In special condition 32.7, "confidential information" means the terms and conditions of this contract, and all information disclosed by (or on behalf of) one party to the other party (or anyone on behalf of that other party) in connection with this contract.
- 32.7 The parties must keep the confidential information confidential and ensure that its officers, employees, agents and advisers keep it confidential and must not disclose this information to any person except:
- (a) with the prior written consent of the other party; or
 - (b) to the extent required by law or the rules of any stock exchange binding upon the relevant party.
- 32.8 The obligations of the parties under special conditions 32.6 and 32.7 will survive termination of this contract and continue indefinitely.

Construction of Contract of Sale

- 33.1 The rule of construction to the effect that any ambiguities are to be resolved against the party responsible for the preparation of this contract or any part of it shall not be employed in the interpretation of this contract.
- 33.2 A construction of this contract that results in all of its provisions being enforceable is to be preferred to a construction that does not give this result.

Severance

- 34.1 If, despite the application of special condition 33.2, a provision of this contract is illegal or unenforceable then:
- (a) if the provision would be legal and enforceable if a word or words were omitted, that word or those words are severed; and
 - (b) in any other case the whole provision is severed, and the remainder of this contract continues in force.

- 34.2 If any part of this contract is deemed to be an unfair term and/or void for the purpose of the Australian Consumer Law, then that part will be severed from this contract and all parts which are not deemed to be an unfair term and/or void for the purpose of any applicable law will remain in full force and effect.

Waiver

35. Waiver of any provision or right under this contract:
- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
 - (b) is effective only to the extent set out in any written waiver.

Merger

36. Any condition of this contract which is capable of taking effect after settlement do not merge on the transfer of the Property but continue to have full force and effect.

Auction

37. The property is offered for sale by auction subject to the vendor's reserve price. The rules for the conduct of the auction are set out in the Sale of Land (Public Auctions) Regulations 2014, or any rules prescribed by any regulation which modify or replace those rules.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

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

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

25. GST WITHHOLDING

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

despite:

 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.



Jansen Walsh & Grace

Barristers and Solicitors

General & Advanced Conveyancing

VENDOR STATEMENT

pursuant to s.32 of the Sale of Land Act

**52 Dorothy Street
BURWOOD 3125**

**JANSEN WALSH & GRACE Suite 30 Wantirna Mall Wantirna
PO Box 6117, Wantirna**

Open 9.00 am. to 5.00 pm. weekdays

Ph (03) 9720 2922 Fax (03) 9720 6320 email : info@jwglawyers.com.au

Ref: 23/31935

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

52 Dorothy Street, Burwood 3125

Vendor's name

Mary Doris Gauci

Date

/ /

**Vendor's
signature**

Alfred John Gauci (under an Enduring Power of attorney dated 22 July 2004 and who has had no notice that the power has been revoked)

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.

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

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

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

☐

3.4. Planning Scheme

The required specified information is as follows:

Name of planning scheme	WHITEHORSE
Name of responsible authority	GENERAL ZONE (GRZ) GENERAL RESIDENTIAL ZONE- SCHEDULE 1 (GRZ1)
Zoning of the land	SIGNIFICANT LANDSCAPE OVERLAY (SLO) SIGNIFICANT LANDSCAPE OVERLAY- SCHEDULE 9 (SLO9) DESIGN AND DEVELOPMENT OVERLAY (DDO)
Name of planning overlay	

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

--

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.

(04/10/2016)

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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 08627 FOLIO 483

Security no : 124105479204U

Produced 19/04/2023 11:53 AM

LAND DESCRIPTION

Lot 284 on Plan of Subdivision 070200.
PARENT TITLE Volume 08575 Folio 362
Created by instrument LP070200 21/07/1966

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

MARY DORIS GAUCI of 52 DOROTHY STREET BURWOOD EAST VIC 3151
AW744094A 19/04/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP070200 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AW744083F (E)	CONV PCT & NOM ECT TO LC	Completed	19/04/2023
AW744094A (E)	SURVIVORSHIP APPLICATION	Registered	19/04/2023

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

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

Street Address: 52 DOROTHY STREET BURWOOD EAST VIC 3151

ADMINISTRATIVE NOTICES

NIL

eCT Control 17301P JANSEN, WALSH AND GRACE
Effective from 19/04/2023

DOCUMENT END

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Document Identification	LP070200
Number of Pages (excluding this cover sheet)	2
Document Assembled	29/03/2023 16:25

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LP 70200

EDITION 2

PARISH/SHIP/CHART 54

2 SHEETS
SHEET 1

BURWOOD

ROAD

APPROVED 11/5/66
COLOUR CONVERSION

BLUE = E-1

BROWN = E-2

PURPLE = E-3

YELLOW = A-1

PLAN OF SUBDIVISION OF

PART OF CROWN ALLOTMENTS 105 & 106

PARISH OF NUNAWADING

COUNTY OF BOURKE

Measurements are in Feet & Inches

Conversion Factor

FEET X 0.3048 = METRES

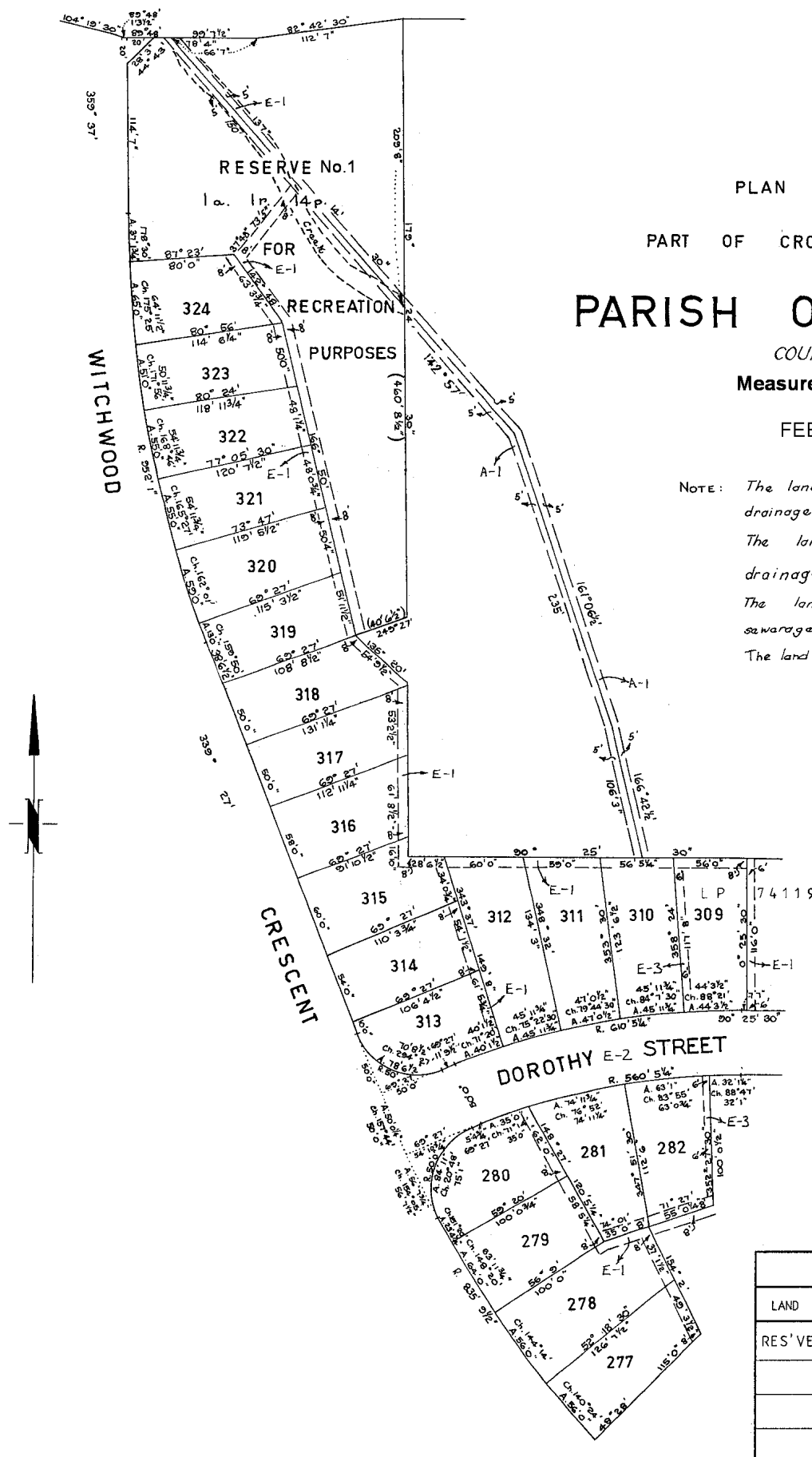
NOTE: The land colored blue is set aside for
drainage and sewerage purposes.

The land colored yellow is an appurtenant
drainage easement. See Vol. B575 Fol 362.

The land colored purple is set aside for
sewerage purposes only.

The land colored brown is set aside for easements
of way.

Vol 8575 Fol 362.



LIST OF MODIFICATIONS

LAND	MODIFICATION	DEALING No:	A.R.T.	NEW EDN.
RES'VE	PART OF RES'VE EXCISED	LGD 5445		2

PARISH OF NUNAWADING

COUNTY OF BOURKE

Scale of feet



NOTE: The land colored blue is set aside for drainage and sewerage purposes.

The land colored yellow is an appurtenant drainage easement. See Vol. 8575 Fol 362.

The land colored purple is set aside for
sewage purposes only.

The land colored brown is set aside for easements of way.

Vol 8575 Fol 362.

APPROVED 11/5/66

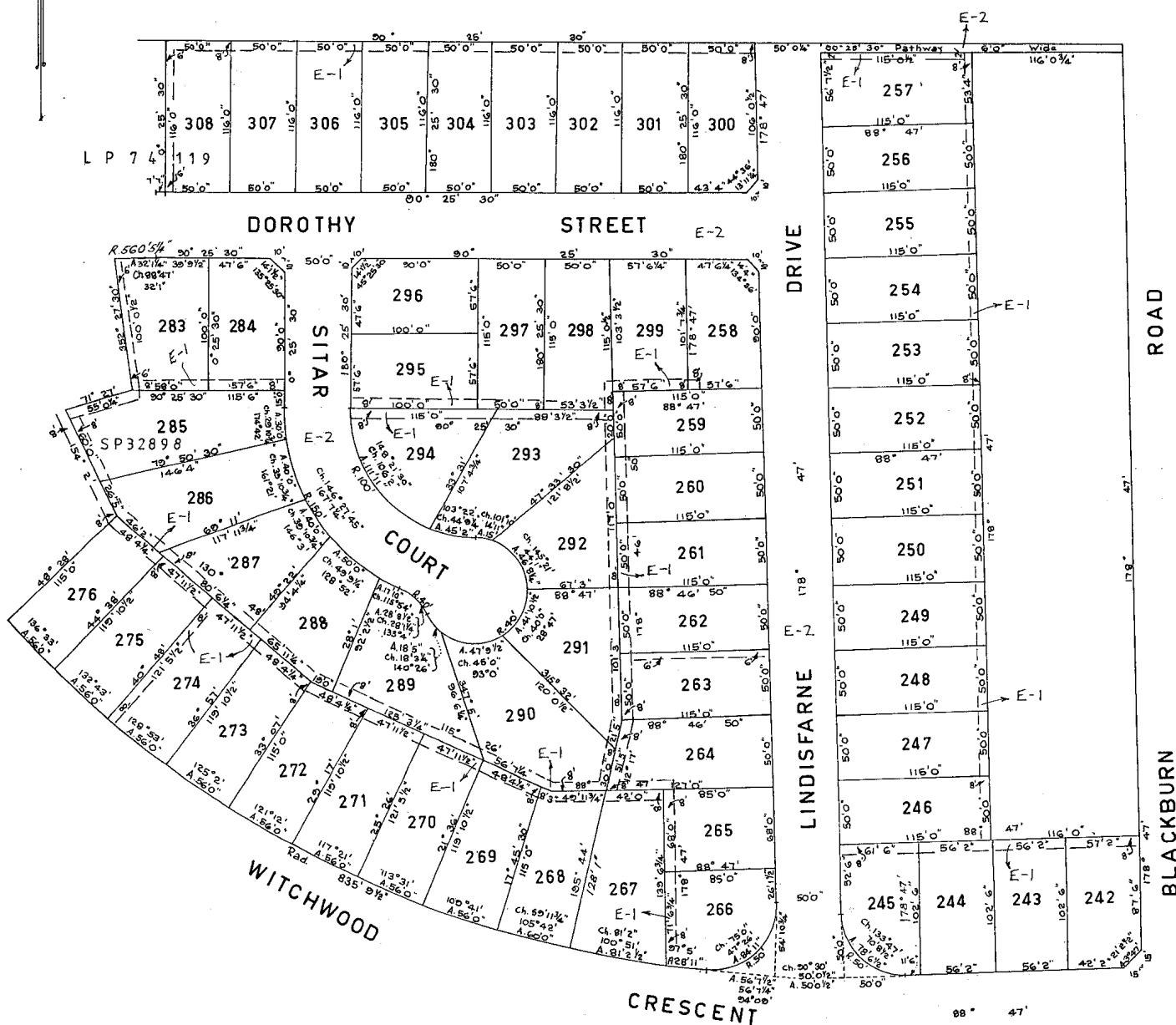
COLOUR CONVERSION

BLUE = E-1
BROWN = E-2

BROWN = E-2

PURPLE = E-3

YELLOW = A-1





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: 4575
Date of Issue: 30 March 2023
Applicant's Reference: 68393832-014-5:47110

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:	20732	Check Digit:	4
Property Description:	LOT 284 LP 70200		
Property Address:	52 Dorothy Street, BURWOOD EAST VIC 3151		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2022 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2022.

Site Value:	\$980,000
Capital Improved Value:	\$1,075,000
Net Annual Value:	\$53,750

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2022 TO 30 JUNE 2023

DECLARED BY COUNCIL 27 JUNE 2022

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2022 TO 30 JUNE 2023

General Rates	1,653.10
FSPL Fixed Charge	117.00
FSPL Variable Rate	56.95
TOTAL CURRENT LEVIED	\$1,827.05

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING **\$380.00**

FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE

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 2022/2023 rating year, due dates for instalments are 30 September 2022, 30 November 2022, 28 February 2023 and 31 May 2023. Due date for lump sum payment is 15 February 2023.

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:



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: 0000207324
- 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.

29th March 2023

Jansen Walsh & Grace C/- InfoTrack (LEAP) C/- LAND
LANDATA

Dear Jansen Walsh & Grace C/- InfoTrack (LEAP) C/- LAND,

RE: Application for Water Information Statement

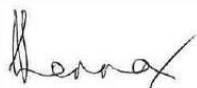
Property Address:	52 DOROTHY STREET BURWOOD EAST 3151
Applicant	Jansen Walsh & Grace C/- InfoTrack (LEAP) C/- LAND LANDATA
Information Statement	30759055
Conveyancing Account Number	7959580000
Your Reference	4411

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 Encumbrance

Property Address	52 DOROTHY STREET BURWOOD EAST 3151
------------------	-------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

Consent has been previously given to an owner of the property to erect a structure over the sewer and easement. No action is required by the new owner to retain this structure. However in the event of a stoppage there is a possibility that access may be required to the sewer from within or adjacent to the structure. Should any damage be caused by such activity, the property will be reinstated as near as practicable, to its former condition by this Authority.

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	52 DOROTHY STREET BURWOOD EAST 3151
------------------	-------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

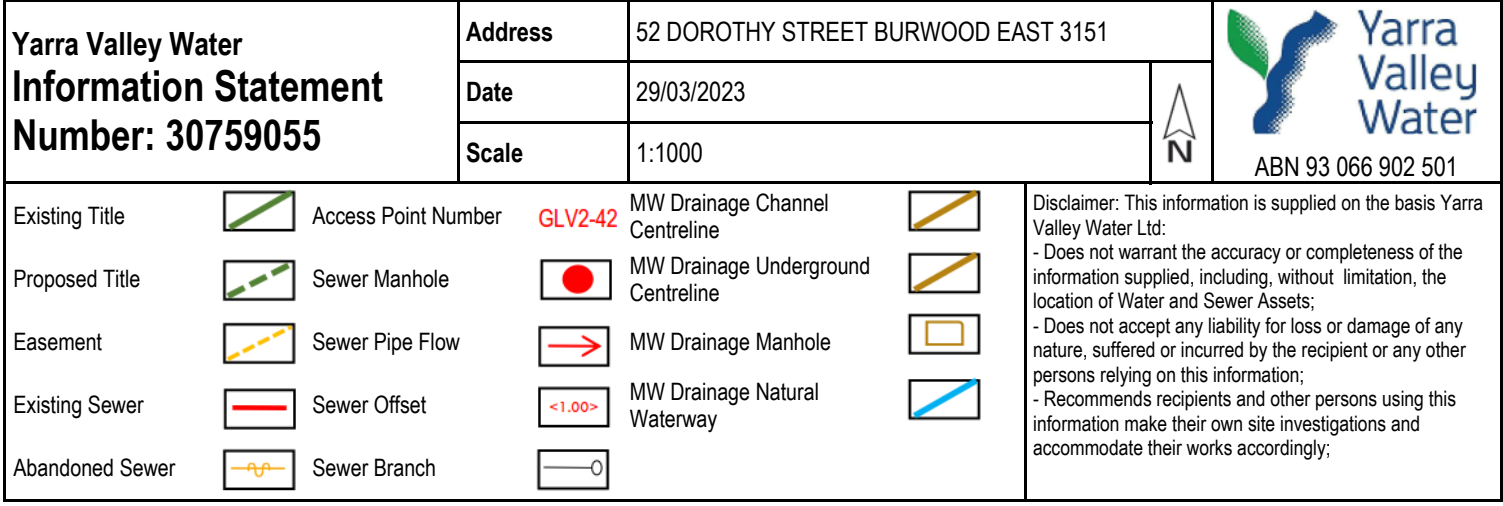
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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.



Jansen Walsh & Grace C/- InfoTrack (LEAP) C/- LAND
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8794610000
Rate Certificate No: 30759055

Date of Issue: 29/03/2023
Your Ref: 4411

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
52 DOROTHY ST, BURWOOD EAST VIC 3151	284\LP70200	1244684	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2023 to 31-03-2023	\$19.47	\$0.00
Residential Water Usage Charge Estimated Average Daily Usage \$0.00	15-10-2022 to 17-01-2023	\$0.00	\$0.00
Residential Sewer Service Charge	01-01-2023 to 31-03-2023	\$111.22	\$0.00
Residential Sewer Usage Charge Estimated Average Daily Usage \$0.00	15-10-2022 to 17-01-2023	\$0.00	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-01-2023 to 31-03-2023	\$27.04	\$0.00

Other Charges:

Interest No interest applicable at this time

No further charges applicable to this property

Balance Brought Forward \$0.00

Total for This Property \$0.00

Total Due \$0.00



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.
- 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 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 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.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1244684

Address: 52 DOROTHY ST, BURWOOD EAST VIC 3151

Water Information Statement Number: 30759055

HOW TO PAY



Biller Code: 314567
Ref: 87946100007

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / JANSEN WALSH & GRACE

Your Reference:	23/31935
Certificate No:	62539782
Issue Date:	04 APR 2023
Enquiries:	AXT8

Land Address: 52 DOROTHY STREET BURWOOD EAST VIC 3151

Land Id	Lot	Plan	Volume	Folio	Tax Payable
11049491	284	70200			\$0.00

Vendor: MARY GAUCI & INNOCENT GAUCI
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
INNOCENT VINCENT GAUCI	2023	\$980,000	\$0.00	\$0.00	\$0.00

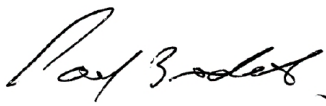
Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$1,075,000
SITE VALUE:	\$980,000
AMOUNT PAYABLE:	\$0.00



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

Certificate No: 62539782

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 = \$2,875.00

Taxable Value = \$980,000

Calculated as \$975 plus (\$980,000 - \$600,000) multiplied by 0.500 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 62539782

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: 62539782

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

I certify that this is a true and complete copy
of the corresponding page of the original



AIDAN HILL GIORDANO BRENKOVICH
of 600 Bourke Street Melbourne, an
Australian legal practitioner within the meaning
of the Legal Profession Uniform Law (Victoria)

Form 1

Enduring Power Of Attorney (Financial)

This Enduring Power of Attorney is made under Part X1A of the Instruments Act 1958
and has effect as a deed.

This Enduring Power of Attorney is made on (insert date) 22 July 2004
(Cross out the following option if you wish to appoint more than one attorney)

~~1. I, _____
[Print your full name here]
of _____
[Print your address here]
appoint _____
[Print the full name of your attorney here]
of _____
[Print your attorney's address here]
to be my attorney.~~

~~(Cross out the following if you wish to appoint only one attorney)~~

OR

1. I, DORIS GAUCI
[Print your full name here]
of 52 DOROTHY ST BURWOOD EAST
[Print your address here]
appoint JANE LEEDS
[Print the full name of your first attorney here]
of 21 CORNISH ROAD BURWOOD EAST
[Print your first attorney's address here]
and ALFRED GAUCI
[Print the full name of your second attorney here]
of 430 Lysterfield RD Lysterfield VIC.
[Print your second attorney's address here]

~~(Cross out the next two lines if you wish to appoint only two attorneys)~~

~~and _____
[Print your third attorney's name here]
of _____
[Print your third attorney's address here]~~

of this part for an explanation of
of the corresponding page of the original

X₂

[Signature]

(Cross out the following option if you do not wish to appoint an alternative attorney of the Legal Profession)

1(a) I, _____ [Print your full name here]
of _____ [Print your address here]
appoint _____ [Print the full name of your alternative attorney here]
of _____ [Print your alternative attorney's address here]
as an alternative attorney for _____ [Print the full name of your original for whom you are appointing the alternative]

2. I authorise my attorney(s) to do on my behalf any thing that I may lawfully authorise an attorney to do.

(Cross out the following option if it does not apply)

3. The authority of my attorney(s) is subject to the following conditions, limitations and instructions:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. A prominent diagonal line runs across the page from the upper-left corner towards the lower-right corner. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

4. I declare that this power of attorney begins:

☒ immediately

☐ on this date _____
(write here the date you want the power of attorney(s) to begin)

☐ on this occasion _____
(Write here the occasion when you want the power of your attorney(s) to begin)

(If you do not complete this clause, the power begins immediately)

5. I declare that this power of attorney will continue to operate and have full force and effect even if I subsequently become legally incapable.

(Cross out the following option if it does not apply)

6. I declare that all previous enduring powers of attorney signed by me are hereby revoked.

Signed as a deed by

D. Causi
(Write your signature here)

I certify that this is a true and complete copy of the corresponding page of the original



AIDAN HILL GIORDANO BRENKOVICH
of 600 Bourke Street Melbourne, an
Australian legal practitioner within the meaning
of the Legal Profession Uniform Law (Victoria)

OR *(Cross out the following option if it does not apply)*

~~I, _____
(Person signing for the donor prints his/her full name here)~~

state that:

~~(a) I am at least 18 years old~~

~~(b) I am not a witness for this document or an attorney for the donor for the donor~~

~~_____
(Person signing at the direction and in the presence of the donor of the power signs here)~~

NOTE:

If this enduring power of attorney confers power on two or more attorneys to act jointly, then they have equal authority and can only act with the agreement of them all, and any documents must be signed by all of the attorneys together.

If this enduring power of attorney confers power on two or more attorneys to act jointly and severally, then in exercising the powers under the enduring power of attorney any of the attorneys can act and sign documents together or alone.

I certify that this is a true and complete copy
of the corresponding page of the original

Aidan Hill Giordano Brenkovich

AIDAN HILL GIORDANO BRENKOVICH
of 600 Bourke Street Melbourne, an
Australian legal practitioner within the meaning
of the Legal Profession Uniform Law (Victoria)

Statement of Acceptance

I, ALFRED GAUCI
(Print the full name of proposed attorney here)

of 430 LYSTERTFIELD RD Lysterfield
(Print address of proposed attorney here)

on 22 JULY 2004
(Insert date)

accept appointment as an attorney under

(Tick one box only)

☒

this enduring power of attorney

☐

the attached enduring power of attorney

and undertake:

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor; and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests; and
- (c) to exercise the powers conferred in accordance with Part X1A of the *Instruments Act 1958*

Alfred Gauci

(Signature of the attorney goes here)

I certify that this is a true and complete copy
of the corresponding page of the original


AIDAN HILL GIORDANO BRENKOVICH
of 600 Bourke Street Melbourne, an
Australian legal practitioner within the meaning
of the Legal Profession Uniform Law (Victoria)

Statement of Acceptance

I, JANE LEEDS
(Print the full name of proposed attorney here)

of 21 CORNISH ROAD BURWOOD EAST
(Print address of proposed attorney here)

on 22 JULY 2004
(insert date)

accept appointment as an attorney under

(Tick one box only)

- ☒ this enduring power of attorney
- ☐ the attached enduring power of attorney

and undertake:

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor; and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests: and
- (c) to exercise the powers conferred in accordance with Part X1A of the *Instruments Act 1958*

Jane Leeds
(Signature of the attorney goes here)

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Jansen Walsh & Grace C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4411

NO PROPOSALS. As at the 29th March 2023, 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®.

52 DOROTHY STREET, BURWOOD EAST 3151
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: 29th March 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 68393832 - 68393832162428 '4411'

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

918581

APPLICANT'S NAME & ADDRESS

JANSEN WALSH & GRACE C/- INFOTRACK (LEAP) C/-
LANDATA
DOCKLANDS

VENDOR

GAUCI, ALFRED

PURCHASER

N/A, N/A

REFERENCE

4411

This certificate is issued for:

LOT 284 PLAN LP70200 ALSO KNOWN AS 52 DOROTHY STREET BURWOOD EAST
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9

A Proposed Amending Planning Scheme C241whse has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 -
C241whse

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

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

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

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

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

29 March 2023

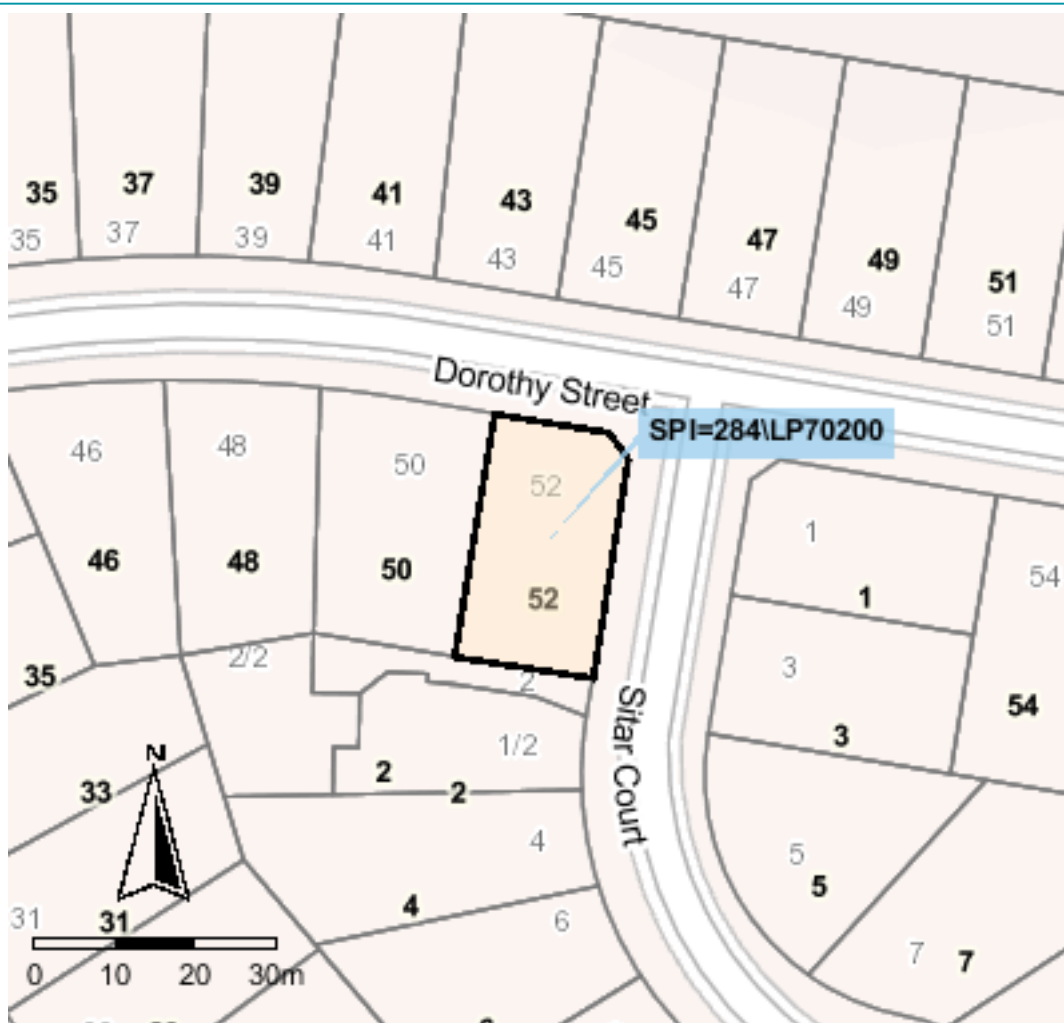
Sonya Kilkeny
Minister for Planning

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PROPERTY REPORT

From www.planning.vic.gov.au at 04 April 2023 03:31 PM

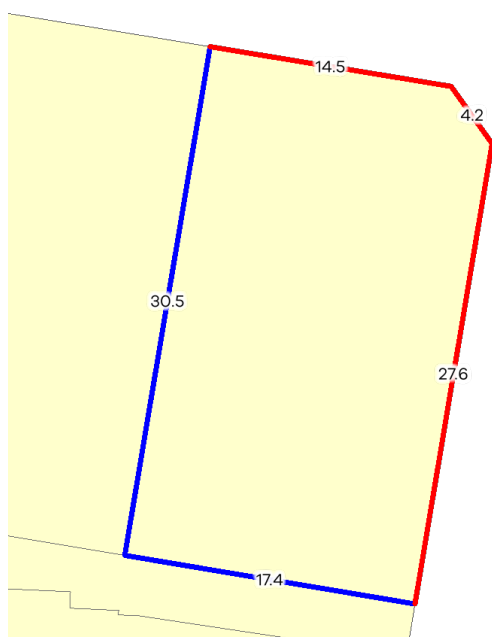
PROPERTY DETAILS

Address: **52 DOROTHY STREET BURWOOD EAST 3151**
Lot and Plan Number: **Lot 284 LP70200**
Standard Parcel Identifier (SPI): **284\LP70200**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **186303**
Directory Reference: **Melway 61 K7**

www.whitehorse.vic.gov.au

SITE DIMENSIONS

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



Area: 527 sq. m

Perimeter: 94 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: **SOUTHERN METROPOLITAN**
Legislative Assembly: **ASHWOOD**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

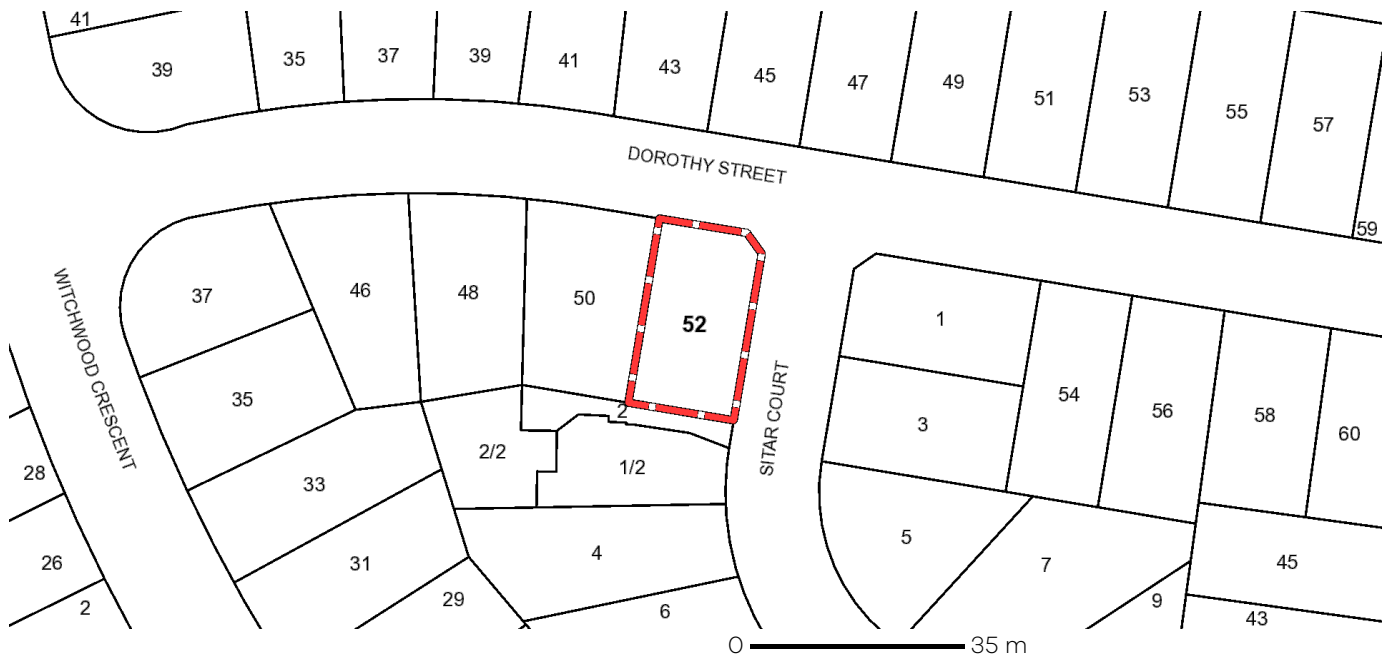
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Environment,
Land, Water
and Planning

Area Map



Selected Property

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 04 April 2023 03:32 PM

PROPERTY DETAILS

Address: **52 DOROTHY STREET BURWOOD EAST 3151**
Lot and Plan Number: **Lot 284 LP70200**
Standard Parcel Identifier (SPI): **284\LP70200**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **186303**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 61 K7**

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: **SOUTHERN METROPOLITAN**
Legislative Assembly: **ASHWOOD**

OTHER

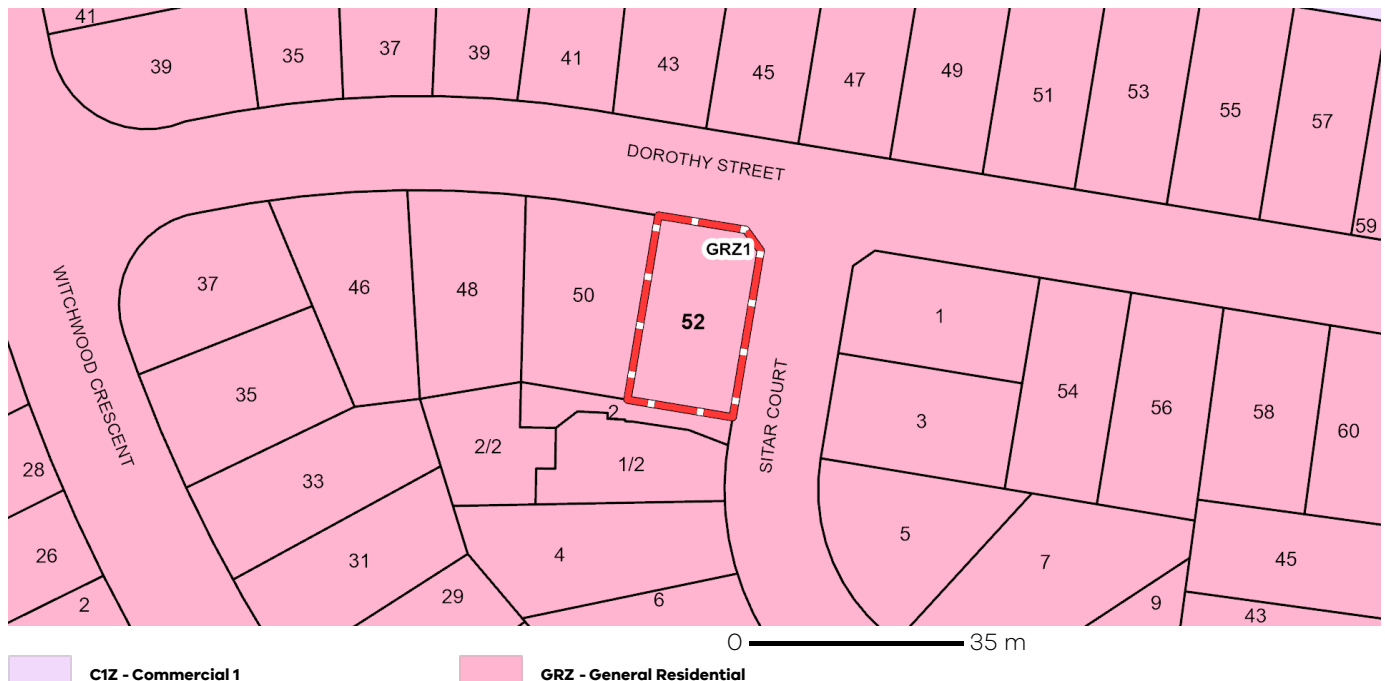
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

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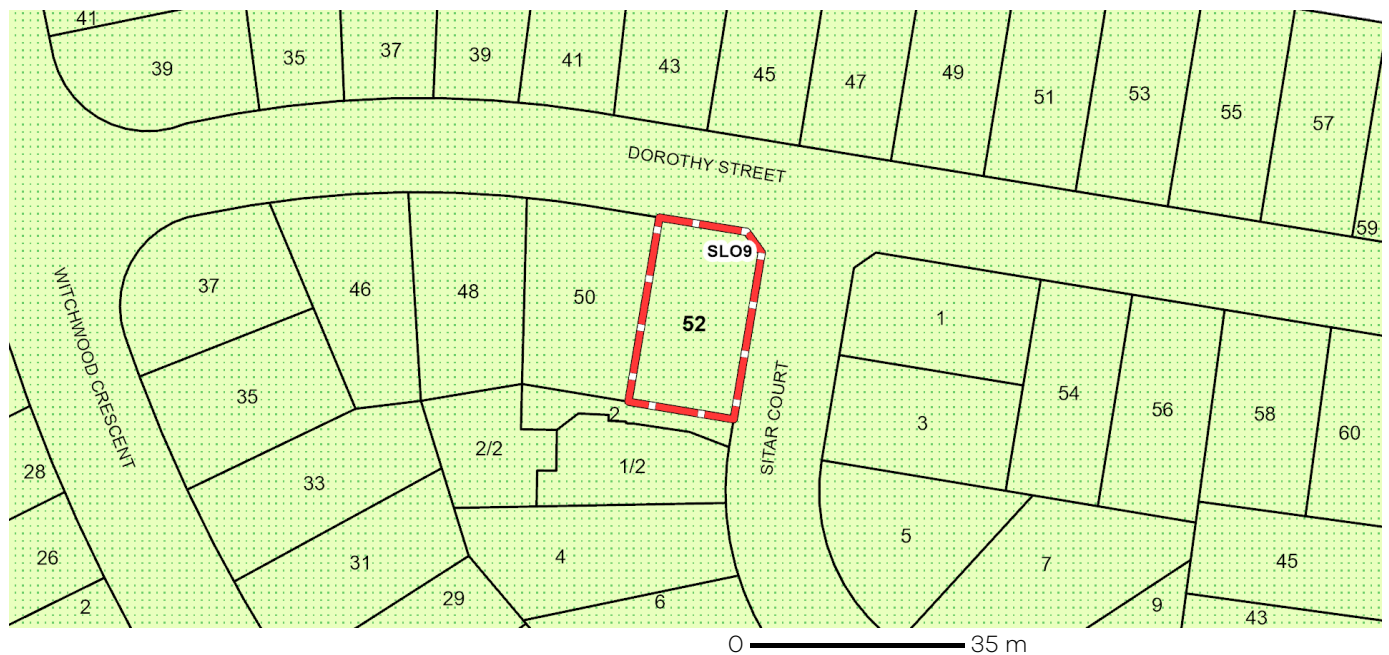
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 \(SLO9\)](#)



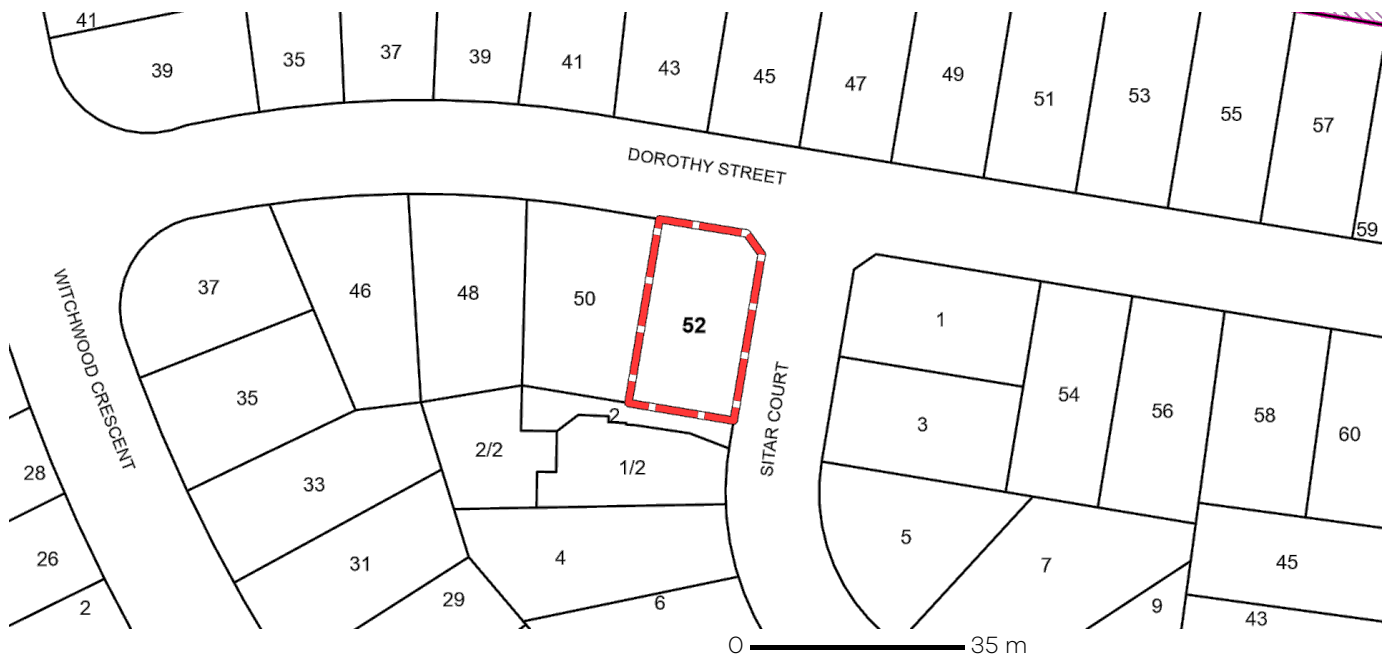
SLO - Significant Landscape Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)



DDO - Design and Development Overlay

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

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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://www.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).

Further Planning Information

Planning scheme data last updated on 29 March 2023.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

**DEPOSIT STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")**

VENDOR: MARY DORIS GAUCI

PROPERTY: 52 Dorothy Street, Burwood

1. The property is not subject to a mortgage (as defined in the Act).
2. There is no Caveat lodged against the title to the property under the Transfer of Land Act 1958.

DATE OF THIS STATEMENT: / / 2023

Signature of the Vendor

Alfred John Gauci (under an Enduring Power of attorney dated 22 July 2004 and who has had no notice that the power has been revoked)

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT: / / 2023

Signature of the Purchaser

RELEASE OF THE DEPOSIT BY THE PURCHASER

1. The Purchaser is satisfied that –
 - (a) the above particulars provided by the Vendor is accurate.
 - (b) the particulars indicate that the purchase price is sufficient to discharge all mortgages over the Property.
 - (c) the contract is not subject to any condition enuring for the benefit of the Purchaser.
2. The Purchaser is deemed to have accepted title.

DATE OF THIS RELEASE: / / 2023

Signature of the Purchaser