



Contract of Sale for

7 Cider Link PAKENHAM VIC 3810

Angie Louise Spalding
(Vendor)

and

(Purchaser)

**Professional Conveyancing Services
Licensed Conveyancers
4/57 Van Ness Avenue
Mornington 3931**

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Ref: 24/06271



The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms and order of priority of this contract are contained in the following:

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

IMPORTANT NOTICES TO PURCHASERS

COOLING-OFF PERIOD (Section 31 Sale of Land Act 1962)

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY "OFF THE PLAN"

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract 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 this contract of sale for the lot and the day on which you become the registered proprietor.

SIGNING OF THIS CONTRACT

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

The Purchaser should ensure that prior to signing this contract, they have received a copy of the Statement required by section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act and a full copy of the terms of this contract and any special conditions.

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**.

EXECUTION BY PARTIES

SIGNED BY FIRST PURCHASER on/...../202.....

Print name of person signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

SIGNED BY SECOND PURCHASER on/...../202.....

Print name of person signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

This offer will lapse unless accepted within [] clear business days

SIGNED BY FIRST VENDOR..... on/...../202.....

Print name of person signing.....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

SIGNED BY SECOND VENDOR..... on/...../202.....

Print name of person signing.....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

PARTICULARS OF SALE

**REAL ESTATE AGENT
& STAKEHOLDER**

O'Brien Real Estate
463 Nepean Highway CHELSEA 3196
Tel: 03 9772 7077 Ref: Jo Barclay Email: 03 9772 7022

**VENDOR'S
CONVEYANCER**

PROFESSIONAL CONVEYANCING SERVICES
4/57 Van Ness Avenue, Mornington 3931
Tel: 9803 7866 Ref: 24/06271 Email: Pcs@proconvey.com.au

**PURCHASER'S
REPRESENTATIVE**

of
Tel: Ref: Email:

VENDOR

Angie Louise Spalding
of 7 Cider Link Pakenham VIC 3810

PURCHASER

of

**DESCRIPTION
OF LAND**

Lot 41 on Plan of Subdivision No. 523407C and being the land
described in the folio of the Register Volume 10806 Folio 819

**PROPERTY
ADDRESS**

known as 7 Cider Link PAKENHAM VIC 3810
with any improvements thereon

GOODS

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

**PAYMENT
Price**

\$

Deposit

\$ 10% on the signing hereof

Balance

\$ inclusive of GST (if applicable)
=====

SETTLEMENT

is due on the day of 2024 or earlier by agreement

at which time the purchaser is entitled to vacant possession of the property unless the words
"subject to Lease" appear in this box in which case refer to
general condition 1.1
TOGETHER WITH any unregistered or appurtenant
easements and to all conditions attaching thereto

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words "special
conditions" appear in this box:

SPECIAL CONDITIONS

**LOAN (refer to General
Condition 14)**

The following details apply if this contract is subject to a loan being approved:
Lender:
Loan Amount:
Approval Date:

☐ Subject to a Building and/or Pest Inspection if this box is checked. Refer Special Condition 11.

WHERE A PURCHASER IS A CORPORATION ALL DIRECTORS OF THE PURCHASER CORPORATION IS REQUIRED TO EXECUTE THIS GUARANTEE & WARRANTY

GUARANTEE & WARRANTY

I/We *[insert name and address]*

(hereinafter called the "Guarantors") **IN CONSIDERATION** of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions contained therein **DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said vendor and their assigns that if at any time default shall be made in payment of the deposit or residue of the purchase money or interest or any other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the purchaser, I/we will forthwith on demand by the vendor pay to the vendor the whole of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the vendor and hereby indemnify and agree to keep the vendor indemnified against all loss of deposit money, residue of purchase money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser. This Guarantee & Warranty shall be a continuing Guarantee and Warranty and shall not be released by:

- (a) any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time being given to the purchaser for any such payment performance or observance;
- (d) by reason of the vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us, our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals the day of 202____

SIGNED SEALED AND DELIVERED by the
first Guarantor in the presence of :

Witness :

SIGNED SEALED AND DELIVERED by the
second Guarantor in the presence of :

Witness :

SPECIAL CONDITIONS

Whole Agreement

1. The vendor and the purchaser agree that this Contract contains the entire understanding and the whole agreement between the parties relative to the sale of the property. In particular, it is agreed as follows:
 - (a) No other conditions, stipulations, agreements or provisions whether in respect of the property or otherwise are to be implied into this Contract or arise between the parties by way of a collateral or other agreement.
 - (b) All previous negotiations, representations, warranties, arrangements and statements (if any) whether express or implied with reference to the subject matter of this Contract or the intentions of either of the parties are merged in this Contract or otherwise are hereby excluded, negated and cancelled.
 - (c) No employee, agent, consultant or professional adviser of the vendor has or had any authority to make any representation, warranty, arrangement, condition, statement or agreement binding on the vendor which is not stated in this Contract.
 - (d) To the extent that any term or condition implied by law may be excluded such term or condition is hereby excluded and does not form part of this Contract.
 - (e) The purchaser has received the vendor's Section 32 Statement and been made aware of a range of issues that may affect the property through the Due Diligence Checklist produced by Consumer Affairs Victoria prior to signing this contract.

Electronic Conveyancing

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

EC

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and 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*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 Each party must:
 - (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred; or
 - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.
- 2.11 If the purchaser does not proceed to settle on the time nominated by the vendor as set out in SC2.5, the purchaser is deemed to be in default of the contract terms unless the vendor provides written notice in writing to the contrary. The purchaser must pay to the vendor on demand any interest and expenses set out in GC 26 of this Contract and the exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers and remedies of the vendor under this Contract or otherwise.

Special Conditions Cont.

Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 3.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 3.3 This special condition only applies 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 is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 3.4 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.
- 3.5 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 in this special condition; and
 - (b) ensure that the representative does so.
- 3.6 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 special 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 special condition; despite:
 - (i) any contrary instructions, other than from both the purchaser and the vendor; and
 - (ii) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 3.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 3.8 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.
- 3.9 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 of *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.
- 3.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Deposit Stakeholding & Section 27

4. The purchaser hereby acknowledges being given at the time of signing this Contract a notice in writing pursuant to Section 27 of the Sale of Land Act 1962 ("SLA") setting out the particulars specified in sub-sections (3)(a) and (3)(c). The vendor may, if no written objection is received in accordance with Section 27(6) of the SLA and without the consent from the purchaser, authorise the stakeholder to release deposit moneys pursuant to Section 27(7) of the SLA. Where the Purchaser has been given accurate details of the particulars, the purchaser must not make any objection if the relevant evidence is supplied and the deposit money is released at the expiration of 28 days of receiving the particulars. The purchaser will have made a default under the terms of the contract should the deposit moneys not be released by the stakeholder, if the purchaser acts contrary to Section 27(7) of the SLA, at which time the vendor is entitled to reasonable costs for the default and any interest due on the unpaid deposit withheld, at a rate of Interest of 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983** during the period of withholding and default, without affecting any other rights of the vendor. This is an essential term of the contract.

GST Withholding

5. In accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* the vendor warrants that at settlement, the property is not new residential premises or potential residential land and as such the purchaser will not be required to make a payment under section 14-250 in respect of the supply.

Lease (if applicable) This condition is not applicable to this contract

6. If the Contract states in the **Particulars of Sale** that the purchaser buys subject to a Lease, the purchaser acknowledges and agrees that should the tenant give notice to vacate the premises between the date of this contract and settlement, the purchaser must accept the property at settlement with the vendor providing vacant possession if the tenant has so vacated.

Special Conditions Cont.

Purchaser as trustee

- 7 If a Purchaser or a nominee of a Purchaser enters into this Contract or is nominated as substituted by a Purchaser in its capacity as a trustee of any trust (Purchaser Trust) then the Purchaser and the nominee covenants and warrants to the Vendor that:-
- 7.1 The Purchaser or Nominee Purchaser is the only trustee of the Purchaser Trust and no action has been taken, nor to the best of the Purchaser's knowledge, is proposed to remove it he/she/it as trustee of the Purchaser Trust;
- 7.2 The Purchaser or Nominee Purchaser must provide to the Vendor a true and correct, up to date and complete copy of the trust deed which discloses all of the terms of the Purchaser Trust, not less than 10 business days after the date of the contract.
- 7.3 The Purchaser or Nominee of the Purchaser is complying in all material respects with the terms of the Purchaser Trust;
- 7.4 The Purchaser or Nominee has the power and authority under the terms of the trust deed which creates the Purchaser Trust to enter into and perform the terms and conditions of this Contract; and
- 7.5 The Purchaser or Nominee has the power and authority under the terms of the trust deed creating the Purchaser Trust to enter into and perform this Contract.;
- 7.6 The entry into and performance of this Contract is for the benefit of the beneficiaries of the Purchaser Trust;
- 7.7 He/She/It has a right to be fully indemnified out of the trust assets of the Purchaser Trust in respect of all of its obligations and liabilities incurred by him/her/it under this Contract.
- 7.8 Pending Settlement, the Purchaser and Nominee will not:
- (a) resign as trustee of the Purchaser Trust or willingly permit any substitute or additional trustee to be appointed;
 - (b) do anything which affects or facilitates the variation of the terms of the Purchaser Trust;
 - (c) willingly do anything which affects or facilitates the variation of the terms of the Purchaser Trust;;
 - (d) vest or distribute or advance any property of the Purchaser Trust to any beneficiary or sell any of the property of the Purchaser Trust except in the ordinary course; or
 - (a) willingly do anything which affects or facilitates the resettlement of the Purchaser Trust funds.

Capacity

- 8 The Purchaser warrants to the Vendor that:
- a. the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;
 - b. the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced;
 - c. the Purchaser's obligations under this Contract are valid and binding and are enforceable against it in accordance with their terms; and
 - d. this Contract does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

Severance

9. Each term condition and other stipulation in this contract is separate and independent and shall be so construed and interpreted and shall be deemed to be severable.

Merger

- 10 Any provision of this contract, to the extent that any of them require to be complied with after the settlement shall not merge in the transfer of the property and shall continue to bind the Vendor and the Purchaser

Building and/or Pest Inspection Report

11. If the relevant box in the Particulars of Sale is checked, then this Contract is conditional upon the Purchaser obtaining a report from a person independent of the Purchaser who is appropriately qualified and experienced for building and/or termite inspections within 5 business days of the date of the acceptance of the purchasers' offer by the vendor. If the report reveals a major structural defect or evidence of active termite infestation to the buildings, the Purchaser may end this Contract, but only if the Purchaser is not in default under any other Condition or Term of this Contract and serves written notice to the Vendor's Conveyancer together with a copy of the report within 5 business days of the date of the contract. All monies must be refunded to the Purchaser if the Contract is ended. The vendors shall permit the purchasers' builder immediate access to the land and improvements for the purpose of preparing the report.

GENERAL CONDITIONS

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 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.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

3. Identity of the land

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

4. Services

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

5. Consents

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

General Conditions Cont.

6. Transfer

- 6.1 The Transfer of Land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. However, if the purchaser fails to do so, the vendor may elect to prepare the Transfer of Land instrument in its absolute discretion and the vendor's Legal Representative will advise the purchaser of its intention to do so. The purchaser must immediately provide all information necessary to complete the instrument of Transfer. The purchaser must promptly execute the Transfers of Land instrument and promptly return it to the Vendor's Conveyancer. The delivery of the transfer of land document is not acceptance of title.
- 6.2 The Vendor will commence the electronic document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the Vendor and will provide an invitation to the Purchaser to complete the Transferee's portion of the form at least 5 days before settlement.

7. Release of Security Interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **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.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of 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.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

General Conditions Cont.

8. 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.

9. Purchaser Warranties

- 9.1 The purchaser acknowledges that the vendor has not, nor has anyone on the vendor's behalf, 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/or the vendor's Agents from any claims demands in respect thereof.
- 9.2 The property is purchased subject to any restrictions on its use imposed by the Planning and Environment Act or otherwise. The vendor has not made and shall not be construed as having made any representation or warranty that:
- (a) the property is suitable for any purpose which the purchaser may have indicated is its intention to pursue;
 - (b) that any permit of any nature whatsoever has been obtained or is available from any relevant authority;
 - (c) that the vendor's existing or past uses of the Property complied with any planning controls.
- Prior to entering into this Contract the purchaser has made its own enquiries and investigations as to the use to which the property may be put and the purchaser relied entirely on the result of its investigations and on its own judgement in entering into this Contract.

MONEY

10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 10.4 If settlement does not take place in accordance with this condition, then settlement shall be deemed to take place on the next business day and the purchaser will be taken to have made default in respect of the contract terms.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent or the Vendor's deposit stakeholder; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, that sufficient moneys are available to discharge any debts against the property
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of S27 of the **Sale of Land Act 1962 (SLA)** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the Purchaser is deemed by Section 27(7) of the SLA to have given deposit release authorization, the Purchaser is deemed to have accepted title.

General Conditions Cont.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However, the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract 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.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

- 14.1 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.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given and
 - (e) provides written proof to the vendor's satisfaction from the lender refusing the loan, verification that the purchaser has applied for finance in accordance with this condition and the Particulars of Sale
- 14.3 If the purchaser does not comply with General Condition 14.2, the purchaser shall be deemed to have obtained loan approval within 2 days of the Approval Date when such written notice is to be given and this Contract shall be deemed to be unconditional in respect of finance.
- 14.4 All money must be immediately refunded to the purchaser if the contract is ended in accordance with General Condition 14.2.

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 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 vendor is taken to own the land as a resident Australian beneficial owner; and
 - (c) any personal statutory benefit available to each party is disregarded in calculating apportionment

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

General Conditions Cont.

17. Service

- 17.1 Any document sent by –
- (a) post is taken to have been served 4 business days after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner or conveyancer.
 - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract. Any such nomination must be in writing and forwarded to the vendor's Conveyancer and effected to the satisfaction of the vendor's Conveyancer no later than 21 days prior to settlement.

19. Liability of signatory

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

20. Guarantee

In the event the purchaser or a nominee of a purchaser is a corporate entity then the Director/s signing on behalf of the Corporate purchaser and the nominee shall execute the Contract and the Director's Guarantee and Warranty and each warrants that same is done lawfully in accordance with the Articles of Association of the purchaser or nominee company and further causes either the Sole Director or at least two Directors of the purchaser or nominee company to execute the Guarantee and Indemnity annexed hereto.

21. Notices

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

22. Inspection

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

23. Foreign Acquisition

The purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and the purchaser is free to enter into this contract. The purchaser acknowledges that in the event that this warranty is untrue in any respect the purchaser hereby indemnifies the vendor against any loss which the vendor suffers as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss. Any loss occasioned by a breach of this warranty shall form the basis of damages recoverable from the purchaser.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

General Conditions Cont.

DEFAULT

26. Foreseeable loss claims & penalty interest

The vendor gives notice to the purchaser that in the event the purchaser makes a default under any condition of the contract or fails to complete the purchase of the property on the due date specified in the contract or any such other date as mutually agreed upon, the purchaser will pay to the vendor interest on any moneys or the balance owing under the contract of sale or as the case may be, at the rate of sixteen per centum (16%) per annum on the money so owing, withheld by the Purchaser or overdue to the Vendor as a result of the Purchaser's action without affecting any other rights of the Vendor. The said interest shall be computed from the due date herein provided for the payment of the said money until such moneys are paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing. Further the Purchaser must pay to the Vendor on demand the following expenses and the exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise:-

- (a) all costs incurred by the vendor associated with bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance.
- (b) interest payable by the vendor under any existing mortgage over the property calculated from the due date.
- (c) accommodation expenses necessarily incurred by the vendor.
- (d) additional costs and expenses as between the vendor and the vendor's representative on a solicitor/conveyancer and own client basis
- (e) any costs, expenses, penalties and interest, incurred by the vendor as a result of funds not being received when they are entitled to be paid and received.
- (f) any costs, expenses, penalties and interest, incurred by the vendor to a third party through any delay in completion of the Vendor's purchase
- (g) rebooking fees and settlement fee payable to the vendor's representative in the sum of \$110.00 plus any such fees levied by the vendor's mortgagee and third parties.
- (h) Costs on a default notice or rescission notice agreed at \$550.00 inclusive of GST on any notice.

27. Default notice

27.1 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, unless or until the other party is given a written default notice or fails to comply with a written default notice.

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of 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.

28. Default not remedied

28.1 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.

28.2 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 agreed costs and interest are not paid by the end of the period in the default notice.

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

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

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

- (a) a deposit of 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.

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



**STATEMENT BY VENDOR TO A PURCHASER OF REAL ESTATE PURSUANT
TO SECTIONS 32 & 27 OF THE SALE OF LAND ACT 1962 ("SLA")**

VENDOR **Angie Louise Spalding**
PROPERTY **7 Cider Link PAKENHAM VIC 3810**

1. FINANCIAL MATTERS (32A SLA)

The total amount of rates and charges, (excluding GST and any water/sewerage usage/disposal charges) or other similar charges including any Owners Corporation charges - if applicable, AND any interest payable on them are as set out below or attached.

Authority	Amount	Interest
1. Council	\$1,789.64	Nil- Any to be repaid at settlement
2. Water/Sewerage Authority	See attached	Nil- Any to be repaid at settlement

2. INSURANCE DISCLOSED (32B SLA)

The Purchaser is hereby notified of the following building replacement insurance held by the Vendor for the buildings on the land:-

Insurer:	Bupa	Policy Number:	BGHXC0152784
Building Cover:	\$330,000.00	Expiry:	24/2/2025

Where the property includes a residence, the following details of Insurance during the past six years under Section 137B of the **Building Act 1993** are as follows :- Not applicable

3. LAND USE (32C SLA)

Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) is set out in the attached copies of title documents, Plan of Subdivision, Water Information Statement. There has been no existing failure to comply with their terms. Sewers/drains, electricity, gas and telephone lines/cables may be laid outside registered easements.

Planning: See attached Report/s

This property is not within a designated bushfire prone area within the meaning of the regulations made under the **Building Act 1993**. Special bushfire construction requirements do not apply

There is access to the property by road.

4. NOTICES MADE IN RESPECT OF THE LAND (32D SLA)

There is no notice, order declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the property of which the Vendor might reasonably be expected to have knowledge unless otherwise as attached to this statement.

There is no notice, 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 unless otherwise as attached to this statement.

There is no notice of intention to acquire the property served under Section 6 of the Land Acquisition and Compensation Act 1986 unless otherwise as attached to this statement.

Many municipalities have identified areas designated as subject to “termite infestation” pursuant to Regulation 803 of the ***Building Regulations 2006***.

The Vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless communicated directly to the Vendor.

5. BUILDING PERMITS (32E SLA)

Particulars of any building permit issued under the ***Building Act 1993*** in the preceding seven years relating to a residence on the land are:-

No such Building permit has been granted

6. OWNERS CORPORATION INFORMATION (32F SLA)

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC) (32G SLA)

There **IS NOT** a work-in-kind agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987***)

8. SERVICES (32H SLA)

The following services **are connected** to the land - **Gas, Electricity, Water, Sewerage,**

Definition – “connected” means a service provided by an authority and operating at the date of this Statement

(Note- The Purchaser will be responsible for arranging the supply of any services not connected to the property at their cost).

Non-connected Services - **Telephone**

9. TITLE EVIDENCE (32I SLA)

Attached reproductions of the following concerning Title under the operation of the ***Transfer of Land Act 1958*** :-

Search Notes of Certificate of Title

Registered Plan or Title Plan

10. MORTGAGES (27 SLA)

The Purchaser is hereby notified of the following Particulars of Mortgages affecting the property and which will be discharged at or prior to settlement:-

Amount Secured by Mortgage does not exceed \$350,000.00

Amount Required to Discharge Mortgage does not exceed \$350,000.00

Amount Required to pay any outstanding rates, taxes or charges due to any statutory body or any other charge or lien for money or money’s worth does not exceed \$3,000.00

The Mortgages do not provide for any further advances.

The Lower rate and default rate of interest payable under the Mortgages do not exceed 8 % pa.

The Amount due under the Mortgage is to be repaid on the settlement date (unless the lender demands early repayment upon any breach of its conditions)

The Vendor is not in default under the Mortgage

The Mortgage Lenders are Commonwealth Bank

The Mortgage Lender has not consented to the Purchaser assuming the Vendor’s obligations under the Mortgage

Amount Secured by an unsecured Mortgage does not exceed \$30,000.00

Amount Required to Discharge Mortgage does not exceed \$30,000.00

Amount Required to pay any outstanding rates, taxes or charges due to any statutory body or any other charge or lien for money or money’s worth does not exceed \$3,000.00

The Mortgages do not provide for any further advances.

The Lower rate and default rate of interest payable under the Mortgages do not exceed 8% pa.

The Amount due under the Mortgage is to be repaid on the settlement date (unless the lender demands early repayment upon any breach of its conditions)

The Vendor is not in default under the Mortgage

The Mortgage Lender and ListSure Retail Finance Pty. Ltd. ACN 655 912 977

The Mortgage Lender has not consented to the Purchaser assuming the Vendor’s obligations under the Mortgage

11. DUE DILIGENCE

If the property is vacant residential land or land on which there is a residence, the purchaser is made aware that he/she should consider that a range of issues may affect property or impose restrictions or obligations.

Consumer Affairs Victoria have produced a Checklist and it can be found by visiting

consumer.vic.au/duediligencechecklist

DATED 15/05/2024



Signature of Vendor/s

Angie Louise Spalding

DATED / /

The Purchaser acknowledges when signing this document that they have had the opportunity to read this document and understand its contents.

Signature of Purchaser/s

Register Search Statement - Volume 10806 Folio 819

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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 10806 FOLIO 819

Security no : 124114902775H
Produced 13/05/2024 10:35 AM

LAND DESCRIPTION

Lot 41 on Plan of Subdivision 523407C.
PARENT TITLE Volume 10806 Folio 805
Created by instrument PS523407C 08/06/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ANGIE LOUISE SPALDING of 7 CIDER LINK PAKENHAM VIC 3810
AU078335J 24/02/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU078336G 24/02/2021
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE PS523407C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 7 CIDER LINK PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 24/02/2021

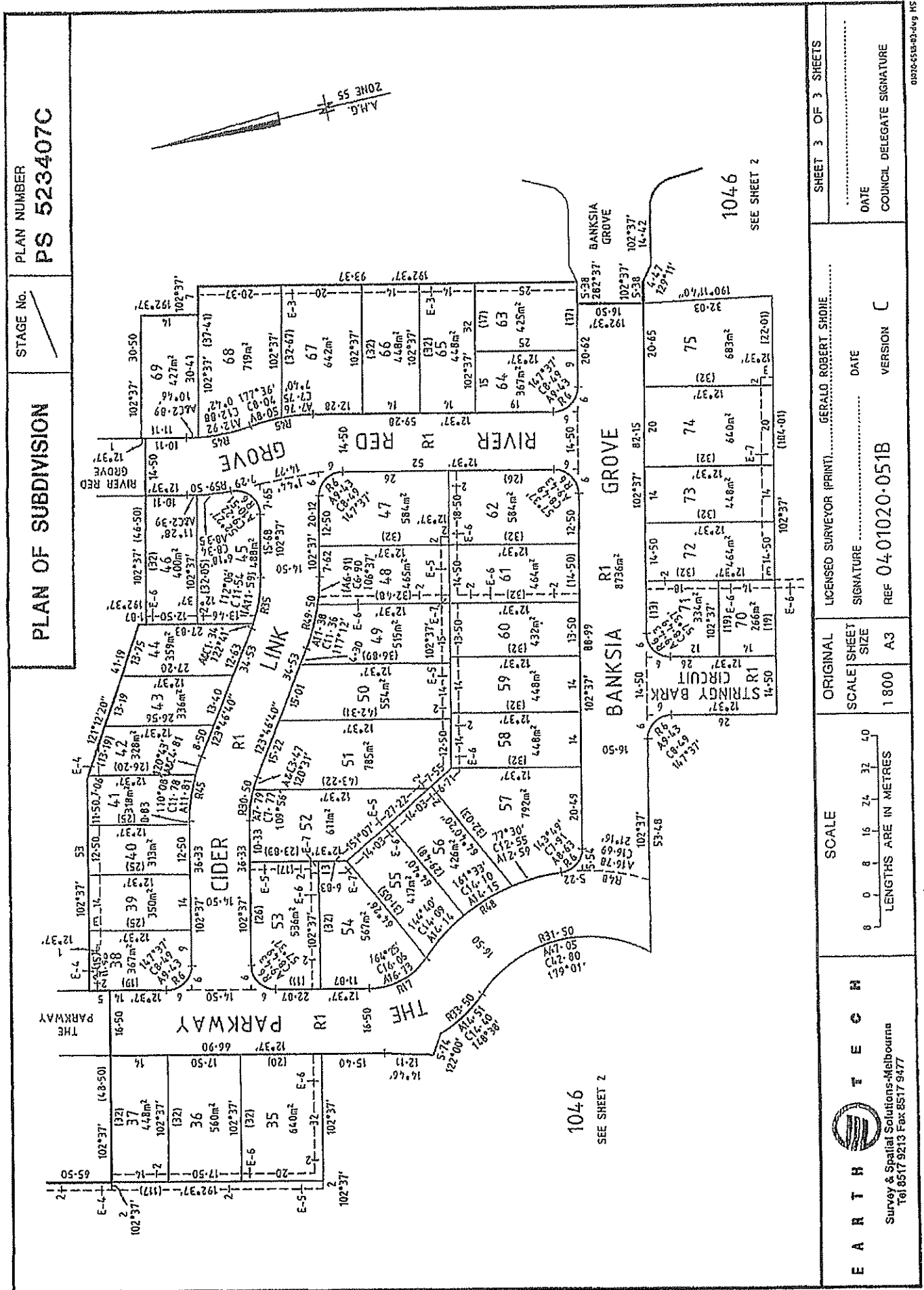
DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information
via LANDATA® System. Delivered at 13/05/2024, for Order Number 83967619. Your reference: 24/06271.

PLAN OF SUBDIVISION		STAGE No. /	LR USE ONLY EDITION 1	PLAN NUMBER PS 523407C
LOCATION OF LAND PARISH: PAKENHAM TOWNSHIP: SECTION: CROWN ALLOTMENT: 14C (PART) CROWN PORTION: TITLE REFERENCES: V. 10806 P. 805 LAST PLAN REFERENCE/S: PS 447451W (LOT 1044) POSTAL ADDRESS: LOT 1044 SHEARWATER DRIVE (At time of subdivision) PAKENHAM 3910 AMG Co-ordinates E 363 700 (of approx centre of M 5 785 050 land in plan) ZONE 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: CARDINIA SHIRE COUNCIL REF: 503/145 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 10 of the Subdivision Act 1988 has has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Stage <i>Future stages</i> . Council Delegate Council Seal Date Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date <i>20/6/04</i>		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This is/ is not a staged subdivision. Planning permit No. DEPTH LIMITATION 15 METRES BELOW THE SURFACE APPLIES TO ALL THE LAND IN THE PLAN.		
ROAD R1	CARDINIA SHIRE COUNCIL			
LAKESIDE AT PAKENHAM THE PARKWAY STAGE 1B 2.858ha 41 LOTS		SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) PAKENHAM PM38 & PM89 IN PROCLAIMED SURVEY AREA No. 71		
EASEMENT INFORMATION				LR USE ONLY
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE SEWERAGE	SEE PLAN	PS 447400Q	CARDINIA SHIRE COUNCIL
E-2	SEWERAGE	2.50	PS 500675E	SOUTH EAST WATER LTD
E-3	DRAINAGE SEWERAGE	2	PS 518574L	CARDINIA SHIRE COUNCIL
E-4	DRAINAGE SEWERAGE	SEE PLAN	PS 447451W	SOUTH EAST WATER LTD
E-5	DRAINAGE	SEE PLAN	THIS PLAN	CARDINIA SHIRE COUNCIL
E-6	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER LTD
E-7	DRAINAGE SEWERAGE	SEE PLAN	THIS PLAN	CARDINIA SHIRE COUNCIL
E-8	DRAINAGE SEWERAGE	2	PS 514520H	SOUTH EAST WATER LTD
				RECEIVED ☒ DATE <i>20/4/04</i>
				LR USE ONLY PLAN REGISTERED TIME <i>2:22pm</i> DATE <i>8-6-04</i>  Assistant Registrar of Titles
 EARTH TECH Survey & Spatial Solutions-Melbourne Tel 8517 9213 Fax 8517 9477				SHEET 1 OF 3 SHEETS
LICENSED SURVEYOR (PRINT)..... GERALD ROBERT SHONE SIGNATURE DATE REF 04 01020-051B VERSION C				DATE COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

01020 0510.01 dwg 1/5





PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 13 May 2024 09:46 AM

PROPERTY DETAILS

Address: **7 CIDER LINK PAKENHAM 3810**
Lot and Plan Number: **Lot 41 PS523407**
Standard Parcel Identifier (SPI): **41\PS523407**
Local Government Area (Council): **CARDINIA**
Council Property Number: **4172500400**
Planning Scheme: **Cardinia**
Directory Reference: **Melway 215 G6**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **PAKENHAM**

OTHER

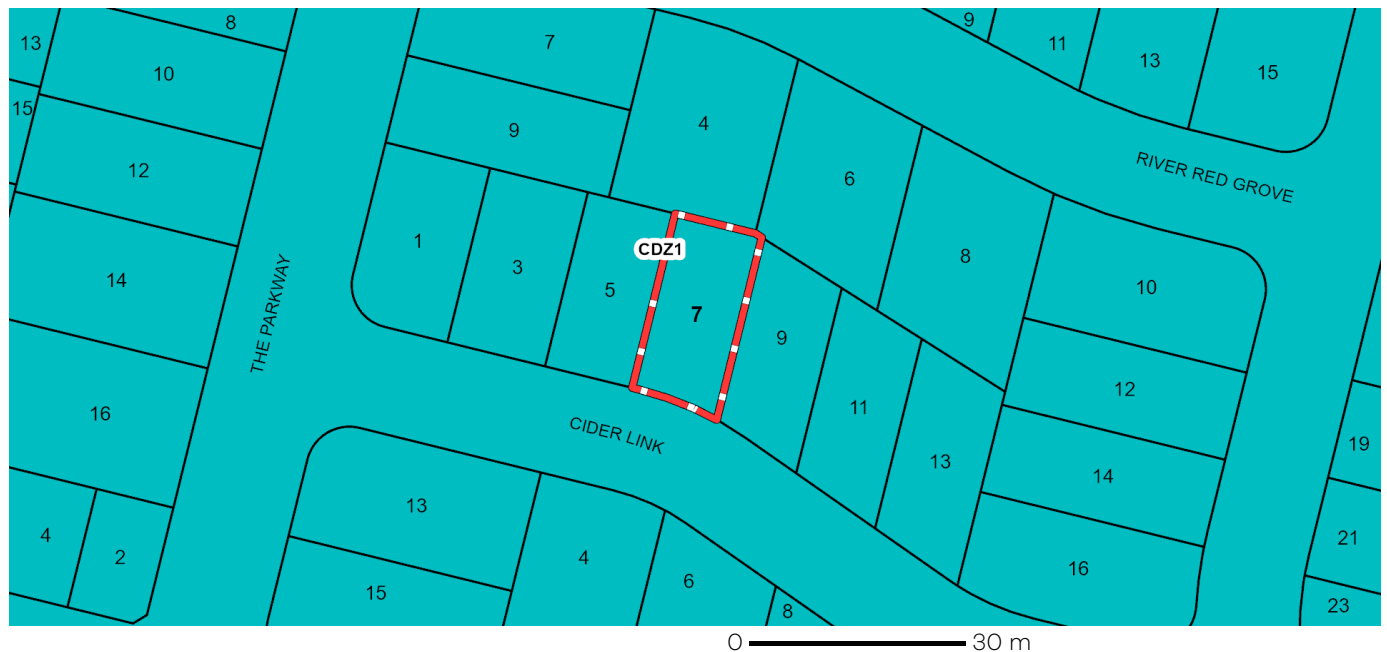
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1 \(CDZ1\)](#)



CDZ - Comprehensive Development

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

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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 PROPERTY REPORT: 7 CIDER LINK PAKENHAM 3810

Page 1 of 3

Planning Overlay

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



Further Planning Information

Planning scheme data last updated on 7 December 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>

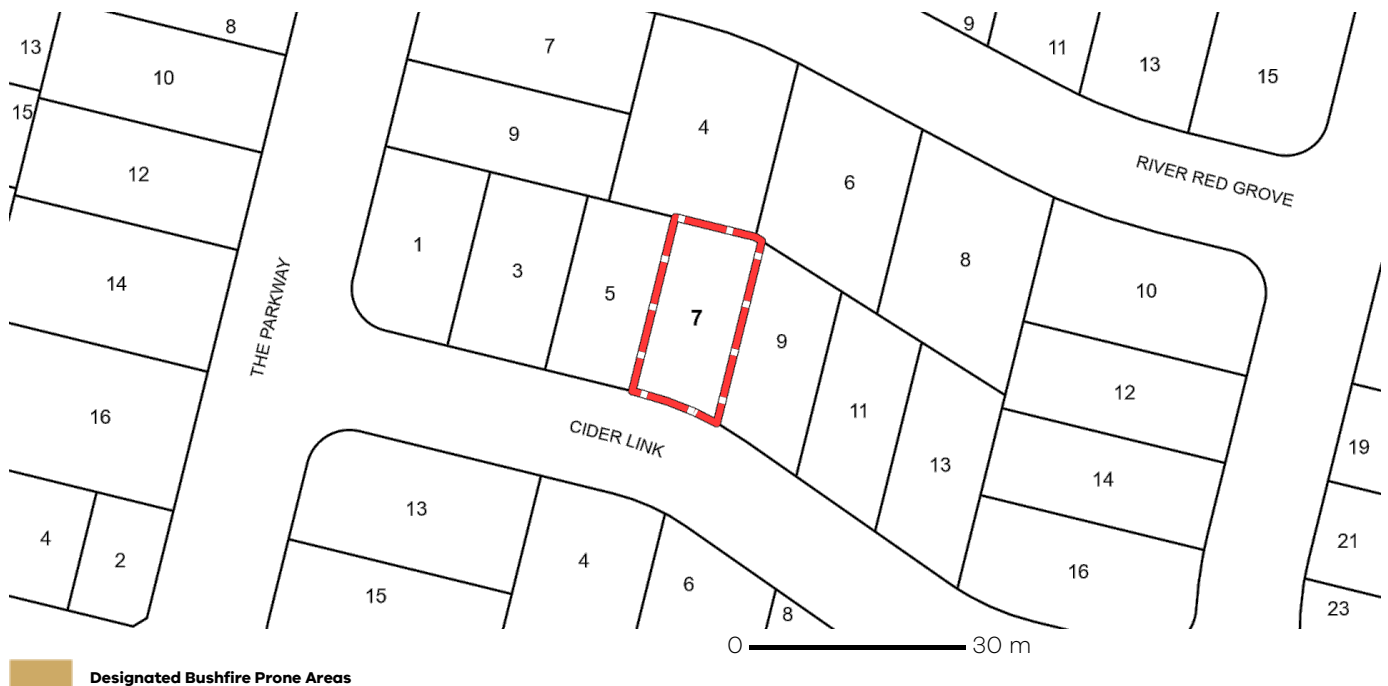
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 13 May 2024 11:21 AM

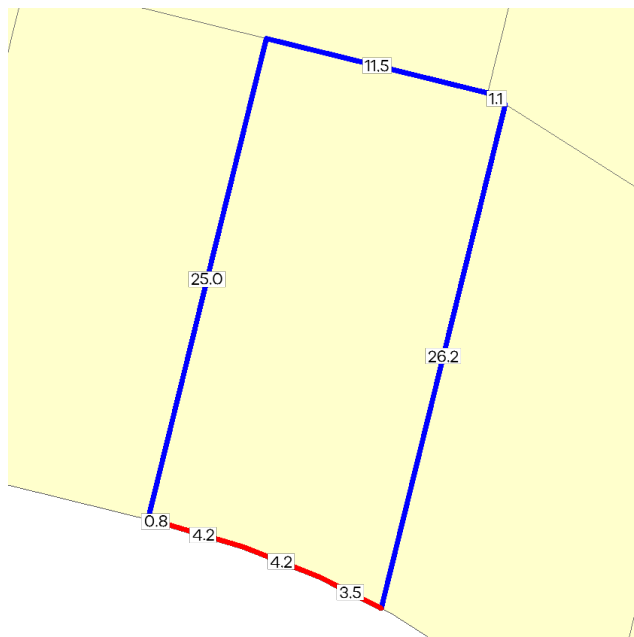
PROPERTY DETAILS

Address: **7 CIDER LINK PAKENHAM 3810**
Lot and Plan Number: **Lot 41 PS523407**
Standard Parcel Identifier (SPI): **41\PS523407**
Local Government Area (Council): **CARDINIA**
Council Property Number: **4172500400**
Directory Reference: **Melway 215 G6**

www.cardinia.vic.gov.au

SITE DIMENSIONS

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



Area: 319 sq. m

Perimeter: 76 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: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **PAKENHAM**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

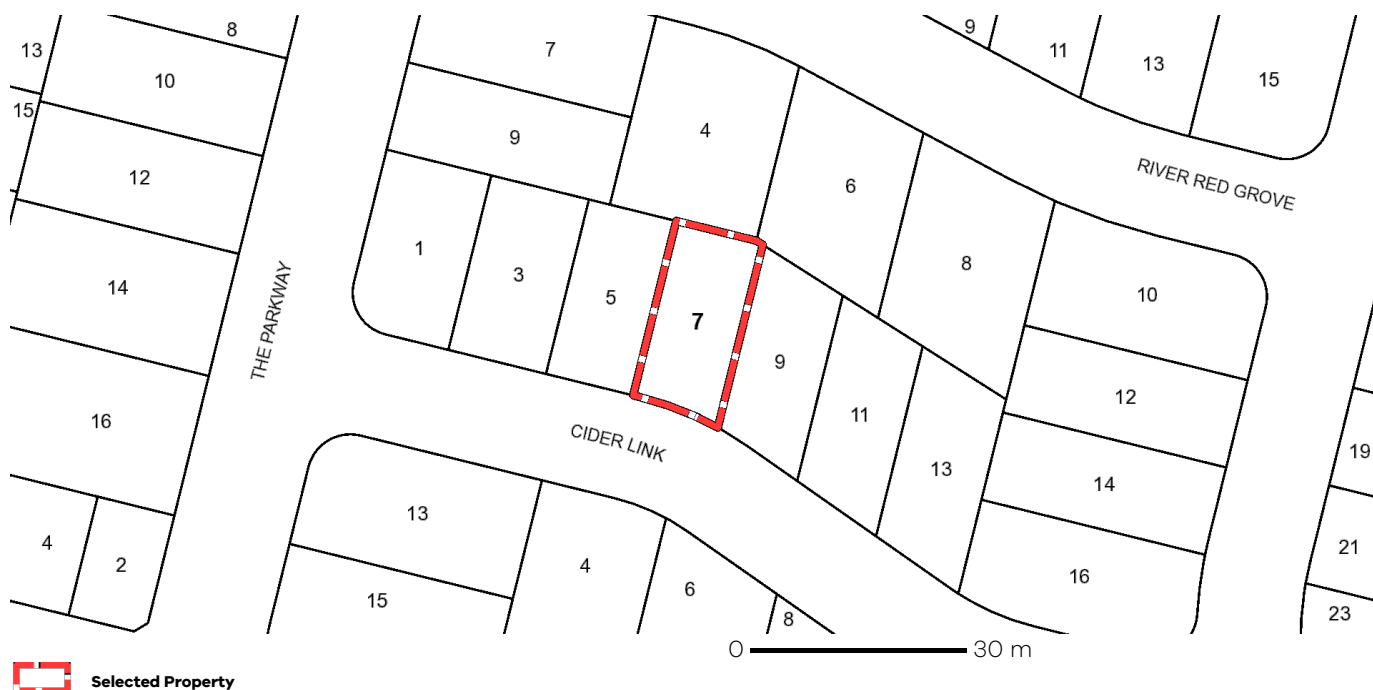
The Planning Property Report for this property can found here - [Planning Property Report](#)

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>

Area Map



Professional Conveyancing Serv
E-mail: pauline@proconvey.com.au

Statement for property:
LOT 41 7 CIDER LINK PAKENHAM
3810
41 PS 523407

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62C//19521/00004	24/6271	08 MAY 2024	46580065

1. Statement of Fees Imposed

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

(a) By Other Authorities

Melbourne Water Corporation Total Service Charges	01/04/2024 to 30/06/2024	\$29.54
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(b) By South East Water

Water Service Charge	01/04/2024 to 30/06/2024	\$21.48
Sewerage Service Charge	01/04/2024 to 30/06/2024	\$94.37
Subtotal Service Charges		<u>\$145.39</u>
TOTAL UNPAID BALANCE		\$145.39

- The meter at the property was last read on 13/03/2024. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$0.92 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

The property is situated in an area described by Melbourne Water as having poor surface gradients and it is recommended that Council advice be sought regarding appropriate floor levels for buildings on the property.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

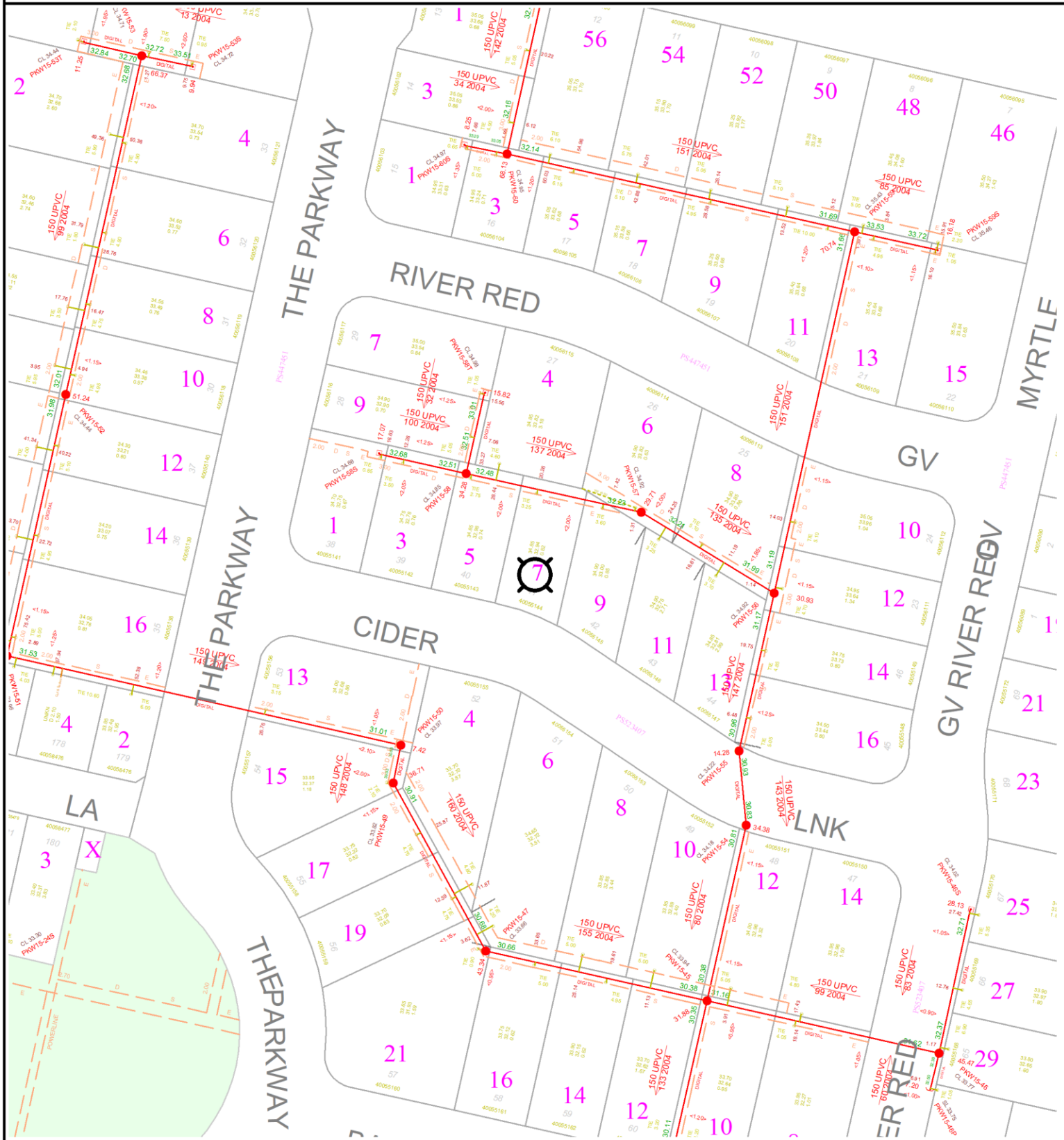
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

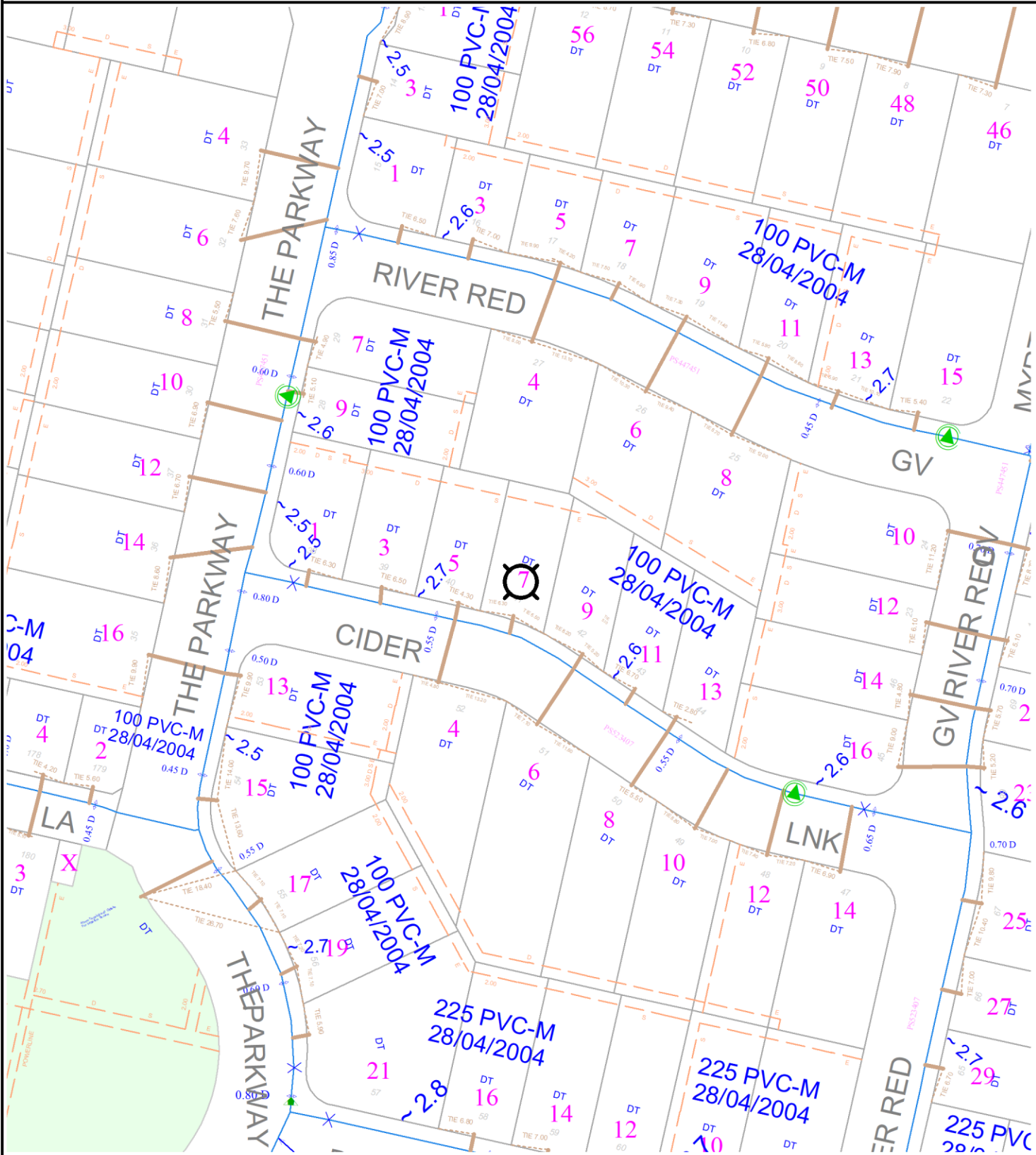
LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



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

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



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



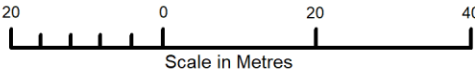
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

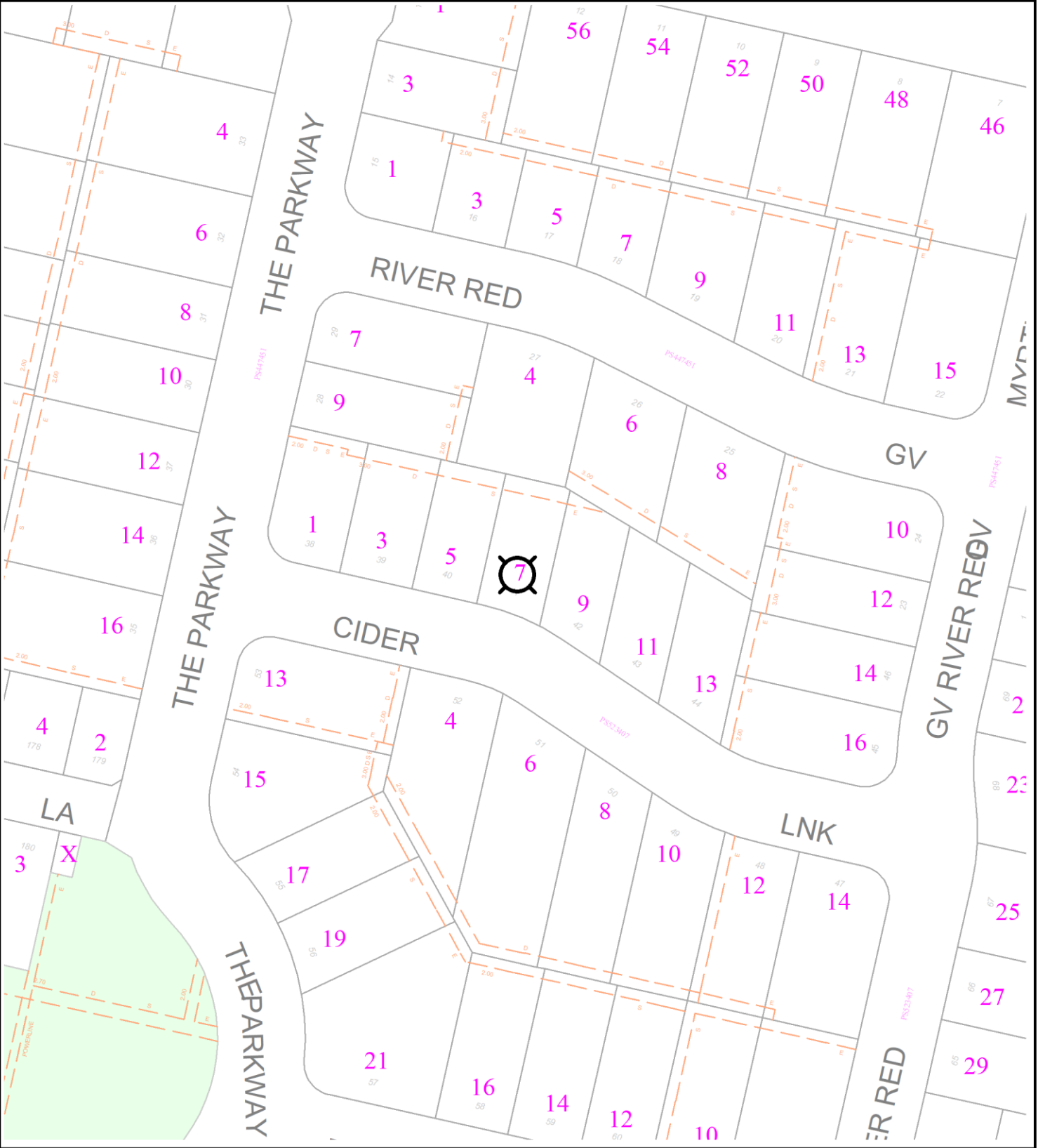
Property: Lot 41 7 CIDER LINK PAKENHAM 3810



Case Number: 46580065



Date: 08MAY2024



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