

Contract of Sale of Land

Property:

37 Dorset Road, Croydon VIC 3136

Victorian Statewide Conveyancing Pty Ltd

Level 1

Suite 1, 58-60 Victor Crescent

NARRE WARREN VIC 3805

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Fax: (03) 8794 9072

PO Box 32, Narre Warren VIC 3805

Ref: AW:20242345

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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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

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

Print names(s) of person(s) signing: Trispan Pty Ltd atf the Hartwell Trust ACN 080301702

State nature of authority, if applicable:

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: O'Brien Real Estate - Blackburn
Address: 98 South Parade, Blackburn VIC 3130
Email: anthony.molinaro@obrienrealestate.com.au
Tel: 03 9894 2044 Mob: 0411 061 796 Fax: Ref: Anthony Molinaro

Vendor

Name: Trispan Pty Ltd atf the Hartwell Trust ACN 080301702
Address: 70 Canopy Avenue, Alfredton VIC 3350
ABN/ACN: ACN 080301702

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd
Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805
Email: info@victorianstatewide.com.au
Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20242345

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 8289 Folio 005	160	LP 052500

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 37 Dorset Road, Croydon VIC 3136

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

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on / /20.....

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) (not applicable at Auction)

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

Lender:

Loan amount: no more than

Approval
date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

1. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

2. Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

3. Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

4. Auction

The property is offered for sale by auction subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005, or any rules prescribed by regulation which modify or replace those Rules.

5. Guarantee

If a company purchases the property:

- a. Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- b. The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

6. General conditions



GC 23 – special condition

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply

that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We,of

andof

being the **Sole Director / Directors** of ACN

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

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

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)
.....

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)
.....

in the presence of:) Director (Sign)
)
Witness.....)

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Trispan Pty Ltd ATF the Hartwell Trust ACN 080301702
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Property:	37 Dorset Road, Croydon VIC 3136
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VENDORS REPRESENTATIVE

Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: AW:20242345

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the vendors knowledge

Their total does not exceed \$5,000.00 per annum.

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

Commercial and Industrial Property Tax

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐ No ☒

2. The AVPCC number is;

3. The Entry Date of the land was;

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.

- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Maroondah City Council Planning Scheme

Responsible Authority: Maroondah City Council

Zoning:

Planning Overlay/s:

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- Apart from any matters disclosed in the attached certificates the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

- Maroondah City Council Prohibition Notice dated 7 June, 2024
- Maroondah City Council Improvement Notice dated 7 June 2024
- Maroondah City Council Revocation of Prohibition Notice dated 10 September, 2024

- (b) The Vendor is not aware of any 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.

- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 8289 Folio 005
2. LP 052500

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

Trispan Pty Ltd ATF the Hartwell Trust

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

--

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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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 08289 FOLIO 005

Security no : 124119967853N

Produced 19/11/2024 02:46 PM

LAND DESCRIPTION

Lot 160 on Plan of Subdivision 052500.

PARENT TITLES :

Volume 04066 Folio 148 Volume 05856 Folio 166

Created by instrument A866617 18/02/1960

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

TRISPAN PTY LTD of 5 HARTWELL HILL ROAD CAMBERWELL VIC 3124

AC952499K 30/06/2004

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AC952500E 30/06/2004

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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 LP052500 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: 37 DORSET ROAD CROYDON VIC 3136

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 23/10/2016

DOCUMENT END

Delivered from the LANDATA® System by Landchecker Pty Ltd

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	LP052500
Number of Pages (excluding this cover sheet)	7
Document Assembled	19/11/2024 14:50

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION OF
PART OF CROWN ALLOTMENT 9^A
AND PARTS OF CROWN PORTION 9
PARISH OF MOOROOLBARK
COUNTY OF EVELYN
VOL.4354 FOL.711
VOL.4066 FOL.148
VOL.5856 FOL.166

Measurements are in Feet & Inches

Conversion Factor

FEET X 0.3048 = METRES

DEPTH LIMITATION: 15.24 Metres (C.A. 9A)

ENCUMBRANCES

AS TO PARTS OF ROAD R1
THE CARRIAGEWAY EASEMENTS
CREATED IN INSTS. C778052 AND
A991154

LP 52500

EDITION 3

PLAN MAY BE LODGED

10/09/1960

6 SHEETS
SHEET 1.

COLOUR CODE

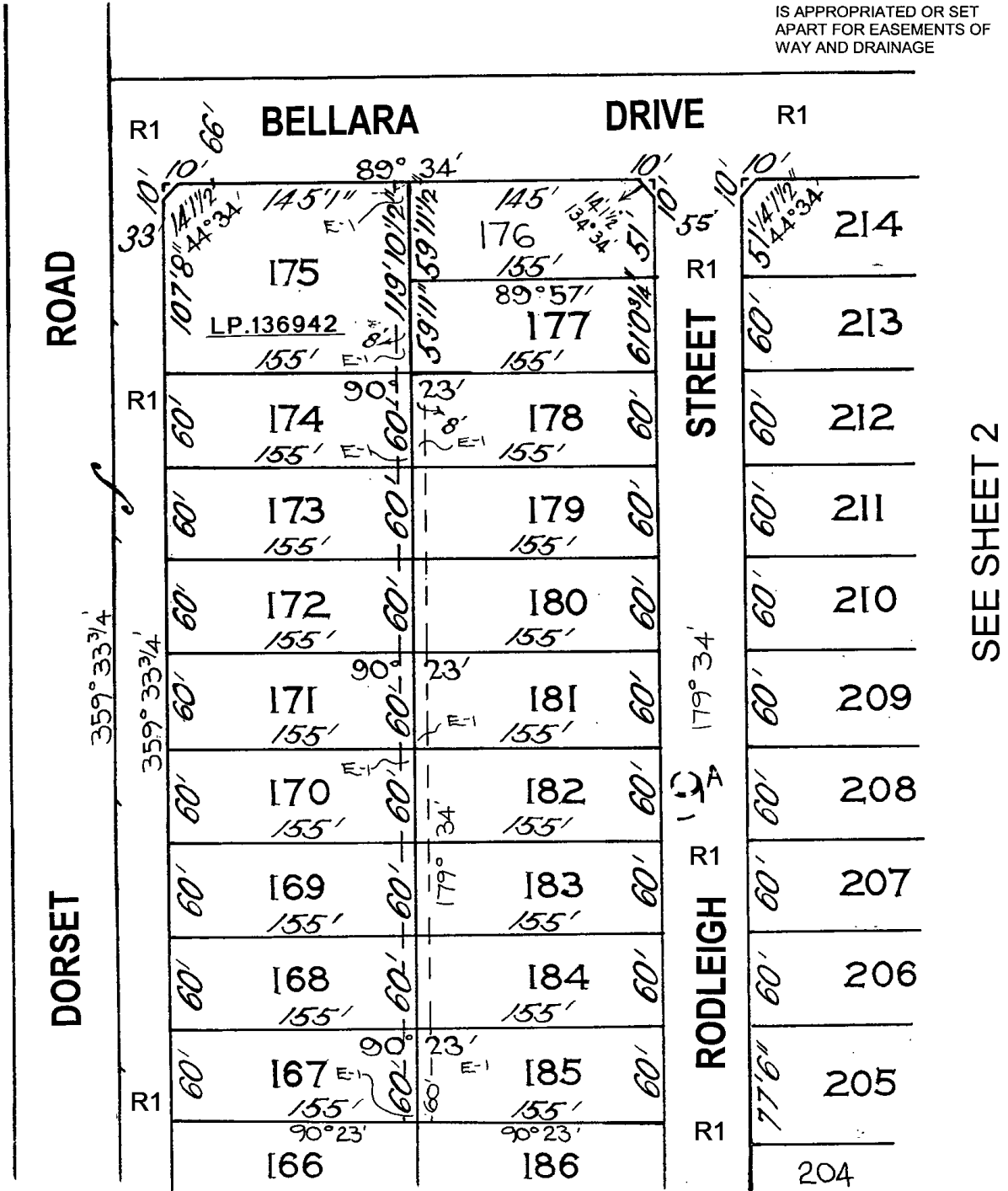
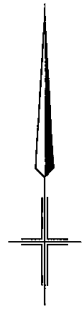
E-1 = BLUE

R1 = BROWN

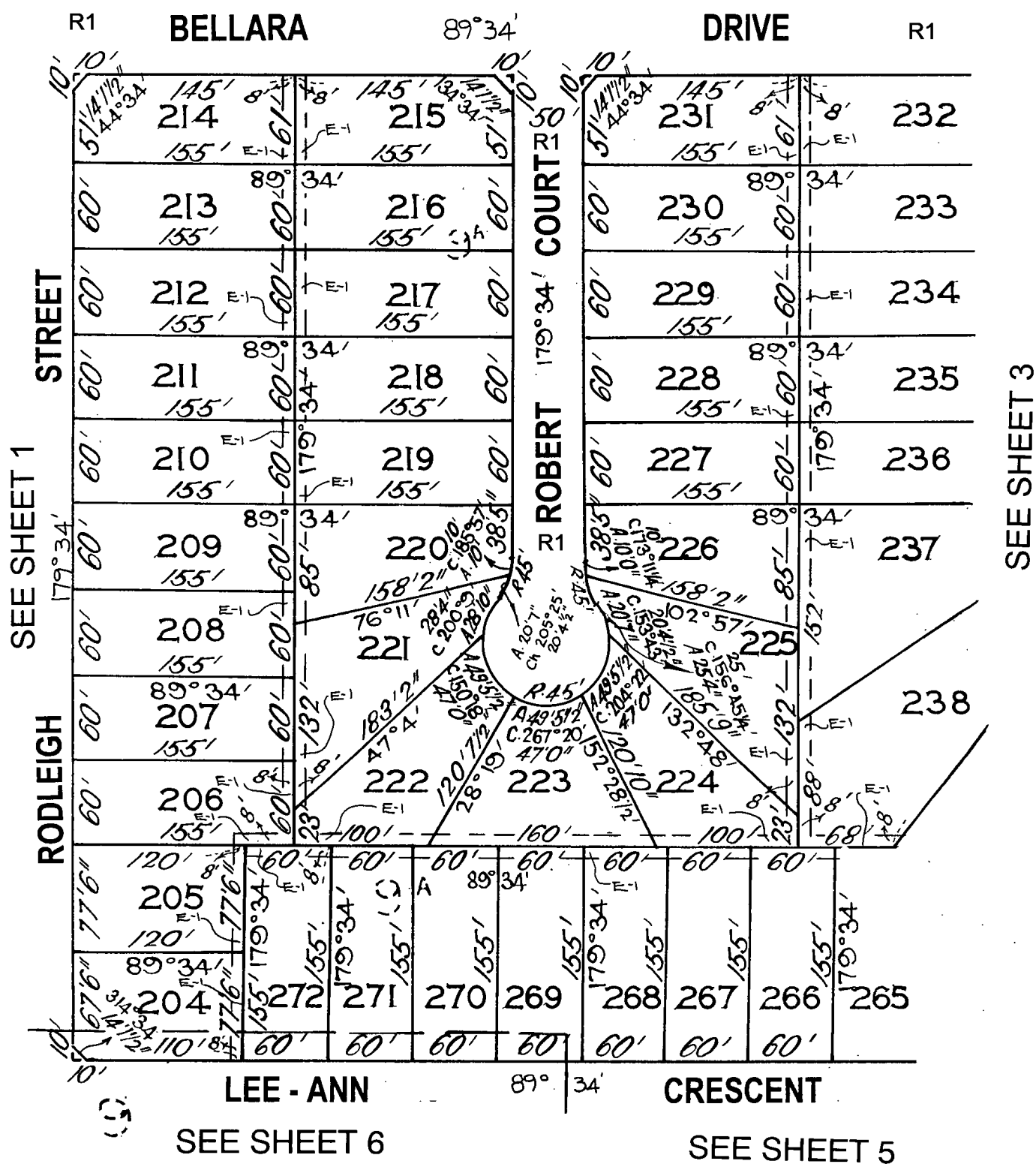
APPROPRIATIONS

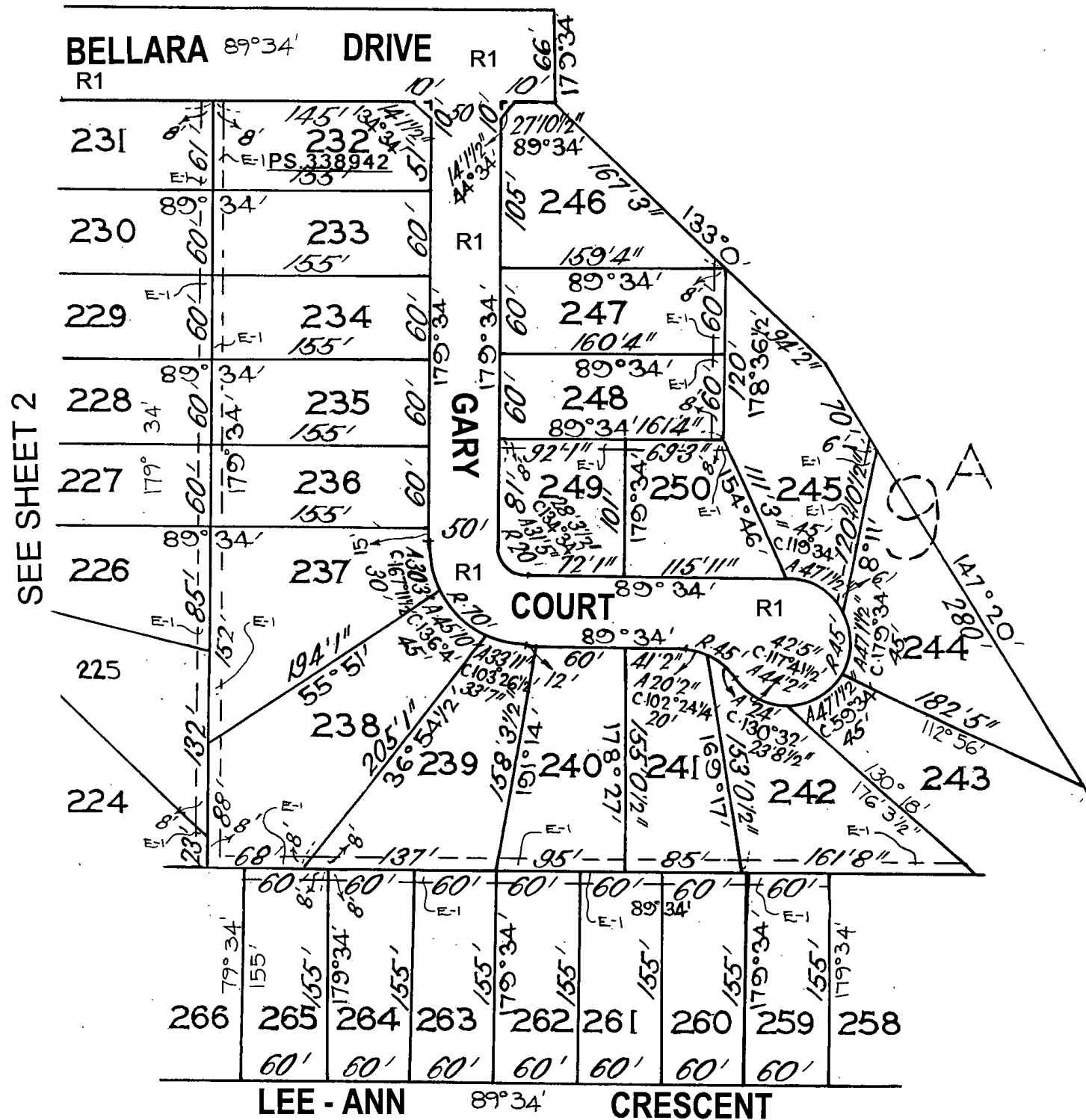
THE LAND COLOURED BLUE
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
DRAINAGE AND SEWERAGE
AND IS 8 FEET WIDE
UNLESS OTHERWISE SHOWN

THE LAND COLOURED BROWN
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
WAY AND DRAINAGE



6 SHEETS
SHEET 2.





SEE SHEET 5

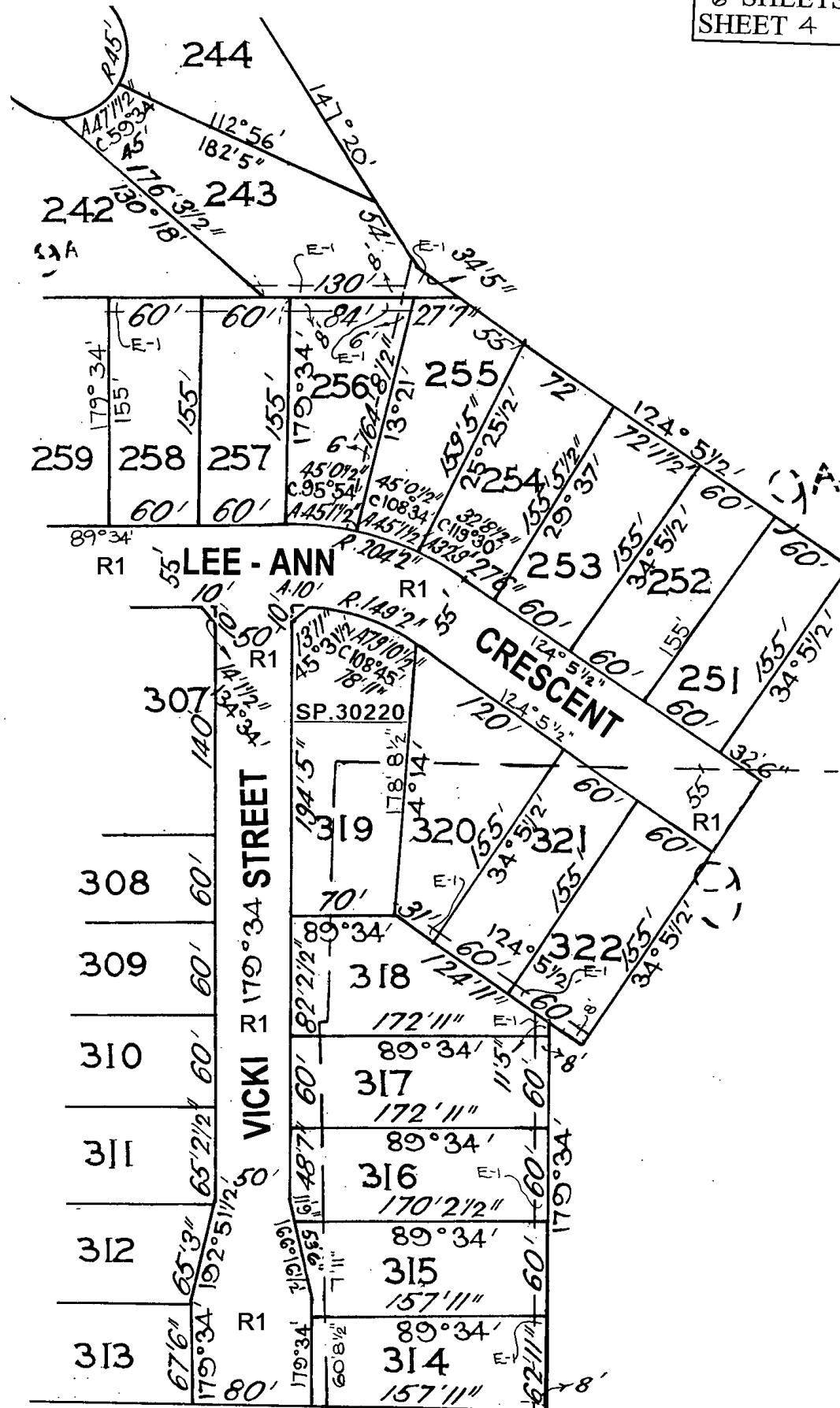
SEE SHEET 4

SEE SHEET 3

6 SHEETS
SHEET 4



SEE SHEET 5



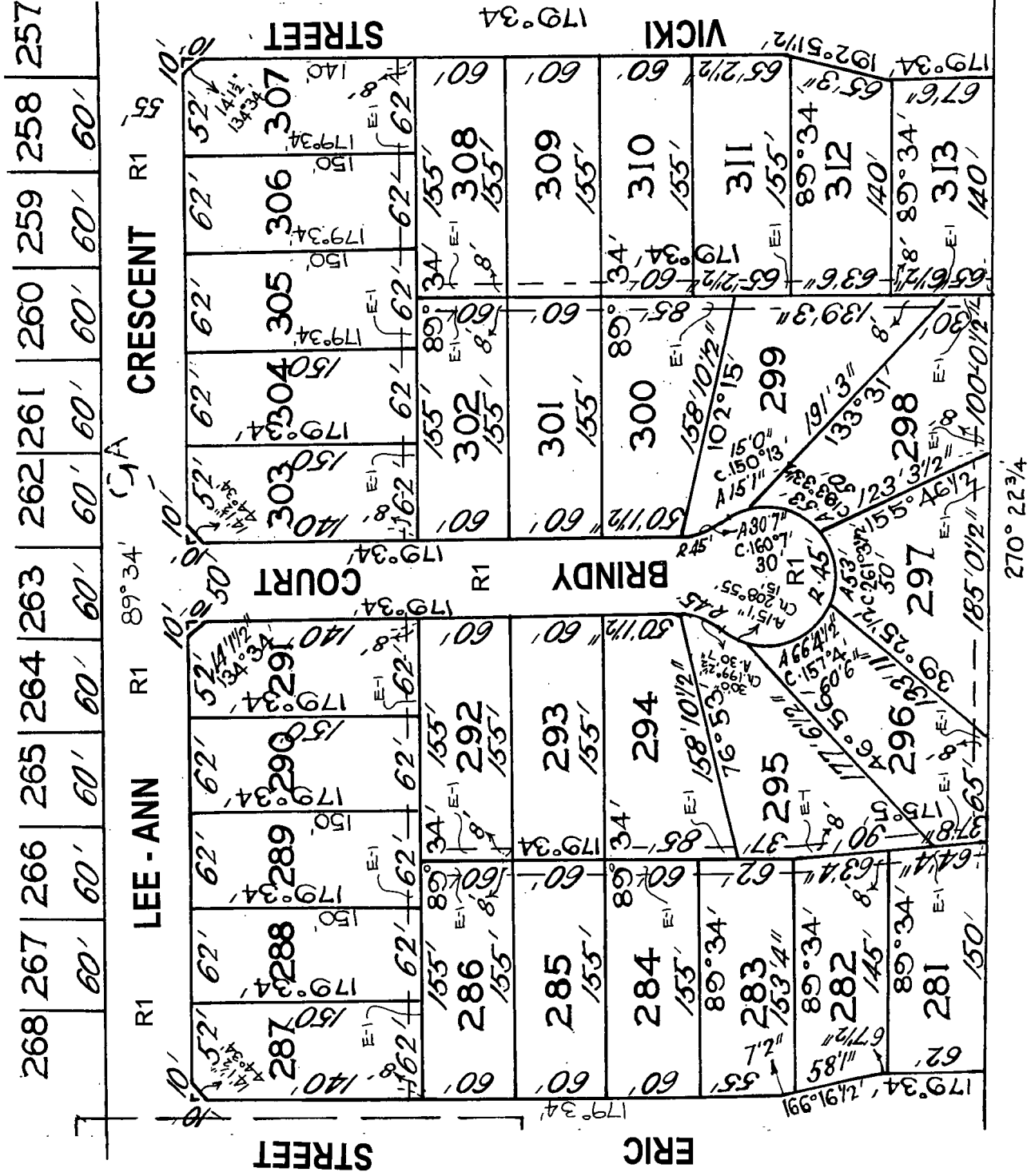
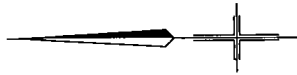
LP 52500

6 SHEETS
SHEET 5

SEE SHEET 4

SEE SHEET 3

SEE SHEET 6



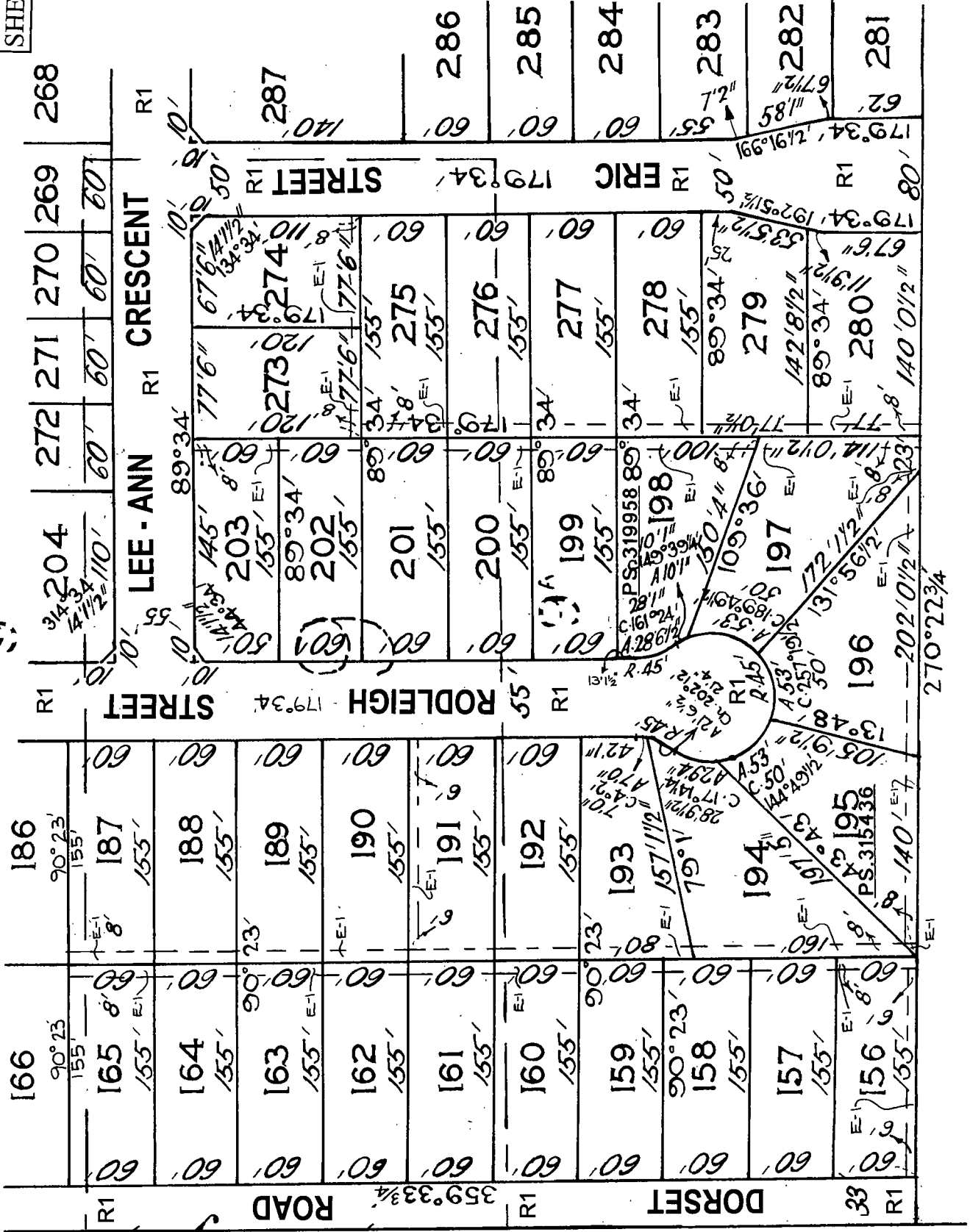
LP 52500

6 SHEETS
SHEET 6

SEE SHEET 2

SEE SHEET 1

SEE SHEET 5



MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

LP 52500

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

[illegible]

LAND INFORMATION CERTIFICATE

Local Government (General) Regulations 2015
Section 229 Local Government Act 1989



Victorian Statewide Conveyancing
PO Box 32
Narre Warren VIC 3805

Certificate No: 96394
Applicant Ref: 2024 2345:79194
Date: 20 November 2024

This certificate PROVIDES information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958**, the **Fire Services Property Levy Act 2012** or under a Local 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 Council or the relevant authority. A fee may be charged for such information.

This certificate is current at the time of printing however is subject to change at any time due to supplementary rates, alteration to charges, interest or legal costs being incurred. Council will only be held responsible for information provided in writing, not information provided or confirmed verbally. The validity of this Certificate is 90 days during which time Council will assist in providing up to date financial information as requested.

SUNDRY INFORMATION

General Rates, Charges & Fire Services Property Levy: In full payments must be paid by 15 February in the year ending 30 June 2025 unless paying by instalments. Instalment due dates are 30 September, 30 November, 28 February, and 31 May of the current financial year. Any payment received at this office after the applicable due date will incur penalty interest and may result in legal action being taken for the recovery of unpaid rates. A person who becomes the owner of the land will be liable for any outstanding rates and charges whether current or in arrears including interest on late payments.

PROPERTY INFORMATION

Assessment number: 113898

Property Location: 37 Dorset Road
Croydon VIC 3136
Lot 160 LP 52500

Title Details: CT-8289/005

AVPCC/Land Use: 110 - Detached Dwelling

Valuations

Site Value: \$600,000

Capital Improved Value: \$750,000

Nett Annual Value: \$37,500

Relevant Date: 1st January 2024

ADDITIONAL INFORMATION

Hazardous Chemical Contamination - Council Reference TRIM 11/134140

Contact us

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

Council has received notification from Victoria Police advising that hazardous materials have allegedly been used in the manufacturing of illegal drugs within the confines of this property. The following actions are required to be completed to ensure the property is remediated and fit for human habitation.

1. Engage a Suitably Qualified Cleaning Contractor experienced in the cleanup of hazardous materials to thoroughly clean all rooms within the dwelling used for drug manufacturing or chemical, equipment or end product storage, paying particular attention to the laundry. The clean up in these areas should include but not be limited to the following items.

- Floors
- Walls
- Ceiling
- Fixtures and fittings
- Furniture and equipment
- Appliances
- Drainage system and,
- Heating and cooling ducts and filters

If items are unable to be decontaminated they should be removed from the property and discarded. Advice should be sort from the EPA in regards to transport and disposal of contaminated items.

2. Submit to Council a report from the cleaning contractor which outlines the cleanup of these premises.
3. Engage a suitably qualified **Occupational Hygienist** or **Industrial Chemist** to analyse and submit a report to council demonstrating that the premises has been cleaned and is suitable for human occupation.

*Refer to PDF attachments in the TRIM document

Contact us

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

RE: 37 Dorset Road
Croydon VIC 3136

Certificate No:

96394

FINANCIAL INFORMATION

Assessment No:	1138981		
<u>RATES & CHARGES</u>	<u>LEVIED</u>	<u>REBATES</u>	<u>BALANCE</u>
Arrears			0.00
General Rate	1,435.00	0.00	1,435.00
State Government Fire Levy CFA	197.25	0.00	197.25
Bank Fees	0.00	0.00	0.00
Waste Service Charge	905.00	0.00	905.00
State Government Fire Levy MFB	0.00	0.00	0.00
Municipal Charge	0.00	0.00	0.00
Copy Notice/Administration fee	0.00		0.00
Interest - Current			0.00
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			-1,697.20
Less Overpayments			0.00
<u>ASSESSMENT TOTAL</u>			<u>\$840.05</u>

TOTAL BALANCE

\$840.05

BPAY Payment Details

Biller Code: 118992

Reference Number:0011389814

Please ensure a **Notice of Acquisition**
is sent directly to Council at:
maroondah@maroondah.vic.gov.au

POTENTIAL LIABILITIES

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

Revenue Services
Maroondah City Council

Contact us

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

19th November 2024

VICTORIAN STATEWIDE CONVEYANCING P/L.

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address:	37 DORSET ROAD CROYDON 3136
Applicant	VICTORIAN STATEWIDE CONVEYANCING P/L.
Information Statement	30901076
Conveyancing Account Number	8998494776
Your Reference	20242345 AW

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 propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	37 DORSET ROAD CROYDON 3136
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	37 DORSET ROAD CROYDON 3136
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

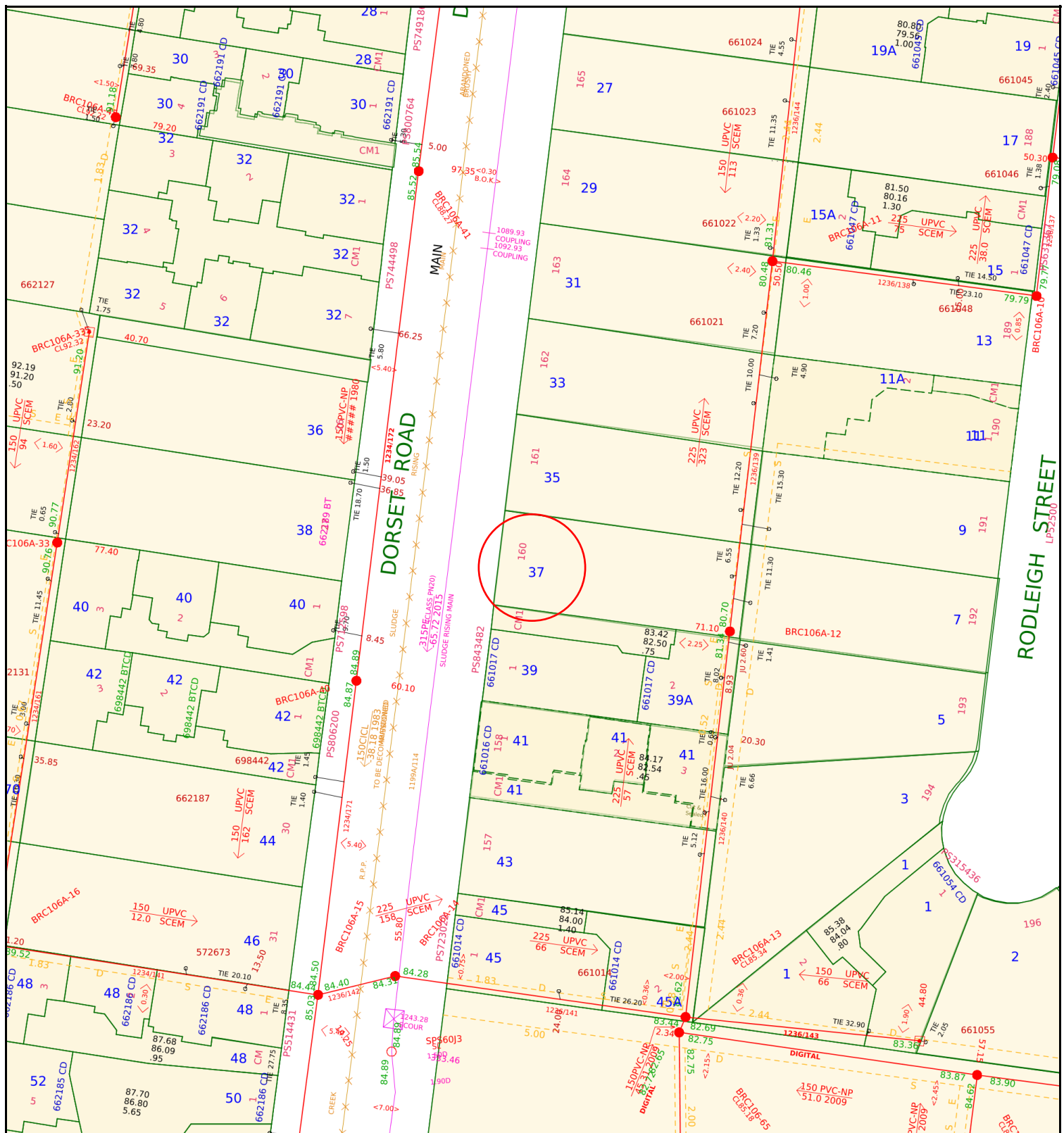
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water Information Statement Number: 30901076

Address	37 DORSET ROAD CROYDON 3136
Date	19/11/2024
Scale	1:1000



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

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:

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

VICTORIAN STATEWIDE CONVEYANCING P/L.
annette@VICTORIANSTATEWIDE.COM.AU

RATES CERTIFICATE

Account No: 9413540000
Rate Certificate No: 30901076

Date of Issue: 19/11/2024
Your Ref: 20242345 AW

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
37 DORSET RD, CROYDON VIC 3136	160\LP52500	1371795	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge Estimated Average Daily Usage \$0.00	16-08-2024 to 18-11-2024	\$0.00	\$0.00
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$119.50
Parks Fee	01-10-2024 to 31-12-2024	\$21.98	\$21.98
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$30.77
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			\$193.11



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and 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.
4. 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.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. 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.
7. 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.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 1371795

Address: 37 DORSET RD, CROYDON VIC 3136

Water Information Statement Number: 30901076

HOW TO PAY



Bill Code: 314567
Ref: 94135400001

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



VICTORIAN STATEWIDE CONVEYANCING

Your Reference: 20242345 AW TRIPSAN

Certificate No: 80808430

Issue Date: 19 NOV 2024

Enquiries: ESYSPROD

Land Address: 37 DORSET ROAD CROYDON VIC 3136

Land Id	Lot	Plan	Volume	Folio	Tax Payable
9480885	160	52500	8289	5	\$0.00

Vendor: TRISPAN PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
THE HARTWELL TRUST	2024	\$600,000	\$4,263.00	\$0.00	\$0.00

Comments: Land Tax of \$4,263.00 has been assessed for 2024, an amount of \$4,263.00 has been paid.

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

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$750,000

SITE VALUE: \$600,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 80808430

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,250.00

Taxable Value = \$600,000

Calculated as \$2,250 plus (\$600,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 80808430

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: 80808430

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	20242345 AW Tripsan
Certificate No:	80808430
Issue Date:	19 NOV 2024
Enquires:	ESYSPROD

Land Address: 37 DORSET ROAD CROYDON VIC 3136					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
9480885	160	52500	8289	5	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$750,000
SITE VALUE:	\$600,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80808430

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	20242345 AW TRIPSAN
Certificate No:	80808430
Issue Date:	19 NOV 2024

Land Address: 37 DORSET ROAD CROYDON VIC 3136

Lot	Plan	Volume	Folio
160	52500	8289	5

Vendor: TRISPAN PTY LTD
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 80808430

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 80808439 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: 80808439 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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PROHIBITION NOTICE

Pursuant to section 194 of the *Public Health and Wellbeing Act 2008 (Vic)*

TO: Name: Trispan Pty Ltd - The Secretary- Jonathan Glover
 Address: 37 Dorset Road Croydon Vic 3136

I, Cam Le, Environmental Health Officer being an Authorised Officer of Maroondah City Council and acting under delegation pursuant to section 29 of the *Public Health and Wellbeing Act 2008 (Act)* am satisfied that a contravention of the Act has occurred and is continuing at 37 Dorset Road, Croydon Victoria 3136.

You, Trispan Pty Ltd, the owner of the premises located at 37 Dorset Road Croydon Vic 3136 have contravened section 61(1)(b) of the Act in circumstances that make it likely that the contravention is continuing or will re-occur.

Grounds on which this Prohibition Notice is issued:

Council's investigations to date in respect of a nuisance at the Property are as follows:

- On 2 May 2018, Council received notification from Victoria Police that the property known as 37 Dorset Road Croydon Victoria 3136 had been used for the storage and manufacture of illicit substances consistent with those found in Clandestine Laboratories. Residue from the storage and/or manufacture of such substances is considered dangerous to health.
- On 2 May 2018, Council issued Trispan Pty Ltd an Improvement Notice to remedy the nuisance by engaging a qualified Occupational Hygienist who specialises in clandestine laboratories to undertake an investigation of the likely chemical contamination that has occurred within the dwelling and the surrounding affected areas and to follow through with remediation works as required.
- On 14 June 2018, Council received a Methamphetamine Preliminary Assessment from Eva and Associates Pty Ltd, 67 Atherton Road, Oakleigh Victoria 3166. The results from the preliminary assessment indicated that clandestine drug laboratory activities were conducted within the residence. Pseudoephedrine was found in the sample collected from the kitchen, known to be a precursor in the manufacture of methamphetamine.
- The report found very high levels of methamphetamine in the kitchen. The assessment report recommended that the most cost-effective solution would be to demolish/ refurbish the kitchen area.
- The report also found that the back bedroom, laundry, and lounge/dining area had low level contamination. The recommendation for these areas and their contents included remediation by a reputable cleaning company trained in the removal of methamphetamine contamination.
- Once remediation has concluded the Property will require a re-assessment to ensure remediation has been successful.
- On 13 June 2018, Robyn Glover contacted Wendy Binyon-Swart, a now former employee of Council and authorised officer, and informed her that she will follow the company's recommendation to demolish the kitchen and install a new one and engage a suitably



PROHIBITION NOTICE

Pursuant to section 194 of the *Public Health and Wellbeing Act 2008* (Vic)

TO: Name: **Trispan Pty Ltd - The Secretary- Jonathan Glover**
Address: **37 Dorset Road Croydon Vic 3130**

qualified cleaning contractor to thoroughly clean the dwelling before renting out the Property

- Wendy Binyon-Swart continued to follow-up with Robyn Glover on 20 August & 17 December 2018, 19 June & December 2019, and 25 June 2020 but no progress to the property had been made and Robyn Glover had advised that the house will remain unoccupied until the required remediation works are undertaken.
- Since this time, Wendy Binyon-Swart has left the Council and it was brought to our attention that the Improvement Notice was still outstanding.
- The due date of the initial Improvement Notice issued on 2 May 2018 has since lapsed and the required remediation works have not been undertaken.
- On 21 May 2024 Cam Le authorised officer of Council, spoke with Elizabeth Catherine Glover who provided Council consent to affix a 'Do not Enter' sign to the front entrance of the Property restricting unauthorised entry to the Property. As discussed, this sign must remain affixed to the front entrance until all nuisances are remedied.
- Considering the ongoing statutory nuisance and risks posed at the Property, Council has deemed it necessary to issue this Prohibition Notice.
- You must comply with this Prohibition Notice.

Section of the Act that has been or is being contravened:

Council is satisfied that the storage and manufacture of illicit substances at the Property is likely to be causing a nuisance which is dangerous to health or offensive, in contravention of section 61(1)(b) of the Act and is constituting a nuisance pursuant to section 58 of the Act.

You, Trispan Pty Ltd are prohibited from:

1. Allowing any person to enter, occupy, or use the Property for any purpose until such time as Council has received and accepted a report or a clearance certificate from a suitably qualified Occupational Hygienist that confirms the Property is safe for occupation by no longer exceeding the permissible levels of illicit substances for a residential premises. Please refer to the Improvement Notice issued to you on 30 May 2024 in this regard. A suitably qualified Occupational Hygienists engaged by you, and other suitably qualified persons assisting them, may enter the Property to undertake testing and/or remediation works.
2. Dealing with the Property, including offering for sale or entering any contract or agreement to sell the Subject Property until such time as Council has certified in writing that the likelihood of the contravention (statutory nuisance) occurring has passed.



PROHIBITION NOTICE

Pursuant to section 194 of the *Public Health and Wellbeing Act 2008* (Vic)

TO: Name: Trispan Pty Ltd - The Secretary- Jonathan Glover
Address: 37 Dorset Road Croydon Vic 3136

Period of Prohibition:

Immediately and permanently from the date of prohibition until such time as Council has certified in writing that the contravention has ceased or the likelihood of the contravention occurring has passed.

If you do not take the actions and measures specified by the required date, you will have failed to comply with this Prohibition Notice. Failure to comply with this Prohibition Notice carries a penalty of 120 units (currently \$23,077.20) in the case of natural person or 600 penalty units (currently \$115,386.00) in the case of a body corporate. This is in addition to the risk of a criminal conviction and associated legal costs being ordered against you by a Court.

DATE OF PROHIBITION:

7 June 2024

NAME OF AUTHORISED OFFICER/
DELEGATE OF COUNCIL:

Cam Le

SIGNATURE OF AUTHORISED
OFFICER/DELEGATE OF COUNCIL:

A handwritten signature in dark ink, appearing to be "Cam Le".

DATE OF NOTICE:

7 June 2024

IMPORTANT NOTES

You may appeal against the issue of this Prohibition Notice to the Magistrates' Court. You must do so within 21 days after this notice is served on you. Section 208 of the *Public Health and Wellbeing Act 2008* (Vic) applies.

If you appeal against the issue of this Prohibition Notice you are still required to take the actions required until the Magistrates' Court makes a determination on the appeal. Section 208 of the *Public Health and Wellbeing Act 2008* (Vic) applies.

The issue of this Prohibition Notice does not affect any proceeding for an offence against the *Public Health and Wellbeing Act 2008* (Vic) in connection with any matter in respect of which this Prohibition Notice is issued. Section 195 of the *Public Health and Wellbeing Act 2008* (Vic) applies. If you do not take the actions and measures specified by the required date, you will have failed to comply with this Prohibition Notice. Failure to comply with this Prohibition Notice carries a penalty of 120 units (currently \$23,077.20) in the case of natural person or 600 penalty units (currently \$115,386) in the case of a body corporate. This is in addition to the risk of a criminal conviction and associated legal costs being ordered against you by a Court.



IMPROVEMENT NOTICE

Pursuant to section 194 of the *Public Health and Wellbeing Act 2008* (Vic)

TO: Name: Trispan Pty Ltd- The Secretary- Jonathan Glover
Address: 37 Dorset Road Croydon Vic 3136

I, Cam Le, Environmental Health Officer being an Authorised Officer of Maroondah City Council and acting under delegation pursuant to section 29 of the *Public Health and Wellbeing Act 2008* (Act) am satisfied that a contravention of the Act has occurred and is continuing at 37 Dorset Road Croydon Victoria 3136.

You, **Trispan Pty Ltd**, the owner of the premises located at 37 Dorset Road Croydon Victoria have contravened section 61(1)(b) of the Act in circumstances that make it likely that the contravention is continuing or will re-occur.

Grounds on which this Improvement Notice is issued:

Council's investigations to date in respect of a nuisance at the Property are as follows:

- On 2 May 2018, Council received notification from Victoria Police that the **property known as 37 Dorset Road Croydon Victoria 3136** had been used for the storage and manufacture of illicit substances consistent with those found in Clandestine Laboratories. Residue from the storage and/or manufacture of such substances is considered dangerous to health.
- On 2 May 2018, Council issued **Trispan Pty Ltd** an Improvement Notice to remedy the nuisance by engaging a qualified Occupational Hygienist who specialises in clandestine laboratories to undertake an investigation of the likely chemical contamination that has occurred within the dwelling and the surrounding affected areas and to follow through with remediation works as required.
- On 14 June 2018, Council received a Methamphetamine Preliminary Assessment from **Eva and Associates Pty Ltd**, 67 Atherton Road, Oakleigh Victoria 3166. The results from the preliminary assessment indicated that clandestine drug laboratory activities were conducted within the residence. Pseudoephedrine was found in the sample collected from the kitchen, known to be a precursor in the manufacture of methamphetamine.
- The report found very high levels of methamphetamine in the kitchen. The assessment report recommended that the most cost-effective solution would be to demolish/ refurbish the kitchen area.
- The report also found that the back bedroom, laundry, and lounge/dining area had low level contamination. The recommendation for these areas and their contents included remediation by a reputable cleaning company trained in the removal of methamphetamine contamination.
- Once remediation has concluded the Property will require a re-assessment to ensure remediation has been successful.
- On 13 June 2018, Robyn Glover contacted Wendy Binyon-Swart, a now former employee of Council and authorised officer, and informed her that she will follow the company's recommendation to demolish the kitchen and install a new one and engage a suitably

IMPROVEMENT NOTICE

Pursuant to section 194 of the *Public Health and Wellbeing Act 2008* (Vic)

TO: **Name:** **Trispan Pty Ltd- The Secretary- Jonathan Glover**
 Address: **37 Dorset Road Croydon Vic 3136**

qualified cleaning contractor to thoroughly clean the dwelling before renting out the Property.

- Wendy Binyon-Swart continued to follow-up with Robyn Glover on 20 August & 17 December 2018, 19 June & December 2019, and 25 June 2020 but no progress to the property had been made and Robyn Glover had advised that the house will remain unoccupied until the required remediation works are undertaken.
- Since this time, Wendy Binyon-Swart has left the Council and it was brought to our attention that the Improvement Notice was still outstanding.
- The due date of the initial Improvement Notice issued on 2 May 2018 has since lapsed and the required remediation works have not been undertaken.
- On 21 May 2024 Cam Le authorised officer of Council, spoke with Elizabeth Catherine Glover who provided Council consent to affix a 'Do not Enter' sign to the front entrance of the Property restricting unauthorised entry to the Property. As discussed, this sign must remain affixed to the front entrance until all nuisances are remedied.
- Considering the ongoing statutory nuisance and risks posed at the Property, Council has deemed it necessary to issue this Prohibition Notice.
- You must comply with this Improvement Notice.

Section of the Act that has been or is being contravened:

Council is satisfied that the storage and manufacture of illicit substances at the Property is likely to be causing a nuisance which is dangerous to health or offensive, in contravention of section 61(1)(b) of the Act and is constituting a nuisance pursuant to section 58 of the Act.

You are required to take the following actions in order to abate the nuisance:

1. Restrict entry to the dwelling until such time as a Clearance has been issued by a suitably qualified Occupational Hygienist as directed in the Prohibition Notice issued to you on 7 June 2024.
2. Continue to maintain signage at the front door of the Property that clearly communicates to any member of the public that the Property is strictly not to be entered and that it is dangerous to health to enter the Property.
3. Engage a suitably qualified Occupational Hygienist to undertake a preliminary assessment to identify if hazardous chemical residues are present

IMPROVEMENT NOTICE

Pursuant to section 194 of the *Public Health and Wellbeing Act 2008* (Vic)

TO: **Name:** **Trispan Pty Ltd- The Secretary- Jonathan Glover**
 Address: **37 Dorset Road Croydon Vic 3136**

- a. Within the dwelling from the alleged operation of a Clandestine Laboratory;
and
 - b. The surrounding land and any structures.
4. The investigation of the premises shall be carried out in accordance with the requirements of the *National Clandestine Drug Laboratory Remediation Guidelines 2011*.
 5. Provide a copy of the Occupational Hygienist's report to Maroondah City Council Community Health Services.
 6. If contamination has occurred, you are then required to:

Engage a suitably qualified cleaning contractor to thoroughly clean the dwelling and other contaminated areas on the Property in accordance with the recommendations of the Occupational Hygienist's Report. As required, the cleaning or discarding, shall include, but not be limited to, the following:

- * All wall surfaces
- * All floor surfaces
- * All ceiling surfaces
- * Drainage system
- * Cooling or heating ducts and units
- * All clothing and household items
- * All dishes, crockery, cutlery and non-porous household goods
- * All household items wood or wood like composites
- * All upholstered furniture
- * All household books and paper items
- * All household appliances.
- * Remediation of surrounding land and any structures as required.

7. Provide a Clearance report to Council stating all remediation works have been completed in line with the *National Clandestine Drug Laboratory Remediation Guidelines 2011* demonstrating that the dwelling is safe to be reoccupied.

You must take the action specified within **60 days of the date of this notice, being 7 August 2024**.

If you do not take the actions and measures specified by the required date, you will have failed to comply with this Improvement Notice. Failure to comply with this Improvement Notice carries a penalty of 120 units (currently \$23,077.20) in the case of natural person or 600 penalty units (currently \$115,386) in the case of a body corporate. This is in addition to the risk of a criminal conviction and associated legal costs being ordered against you by a Court.

DATE COMPLIANCE DUE BY: 7 August 2024.



IMPROVEMENT NOTICE

Pursuant to section 194 of the *Public Health and Wellbeing Act 2008 (Vic)*

TO: Name: Trispan Pty Ltd- The Secretary- Jonathan Glover
 Address: 37 Dorset Road Croydon Vic 3136

NAME OF AUTHORISED OFFICER/
DELEGATE OF COUNCIL:

Cam Le

SIGNATURE OF AUTHORISED

OFFICER/DELEGATE OF COUNCIL:

A handwritten signature in dark ink, appearing to read 'Cam Le', is written over a faint horizontal line.

DATE OF NOTICE:

7 June 2024

IMPORTANT NOTES

You may appeal against the issue of this Improvement Notice to the Magistrates' Court. You must do so within 21 days after this notice is served on you. Section 208 of the *Public Health and Wellbeing Act 2008 (Vic)* applies.

If you appeal against the issue of this Improvement Notice you are still required to take the actions/ measures required until the Magistrates' Court makes a determination on the appeal. Section 208 of the *Public Health and Wellbeing Act 2008 (Vic)* applies.

The issue of this Improvement Notice does not affect any proceeding for an offence against the *Public Health and Wellbeing Act 2008 (Vic)* in connection with any matter in respect of which this Improvement Notice is issued. Section 195 of the *Public Health and Wellbeing Act 2008 (Vic)* applies. If you do not take the actions and measures specified by the required date, you will have failed to comply with this Improvement Notice. Failure to comply with this Improvement Notice carries a penalty of 120 units (currently \$23,077.20) in the case of natural person or 600 penalty units (currently \$115,386) in the case of a body corporate. This is in addition to the risk of a criminal conviction and associated legal costs being ordered against you by a Court.

10 September 2024

Reference: CR593952

Trispan Pty Ltd
The Secretary - Jonathan Glover
37 Dorset Road
Croydon Vic 3136

Dear Trispan Pty Ltd

RE: Revocation of Prohibition Notice- 37 Dorset Road Croydon VIC 3136

I, Cam Le, an authorised officer of Maroondah City Council with delegated powers and functions under Section 29 of the Public Health and Wellbeing Act 2008, being satisfied that the contravention has ceased hereby remove the Prohibition Order that was issued on the 7th of June 2024 to Trispan Pty Ltd located at 37 Dorset Road, Croydon Victoria 3136.

Yours Sincerely,



Cam Le
Environmental Health Officer



Maroondah City Council
Realm | 179 Maroondah Highway, Ringwood
T 9294 5605

Cam.Le@maroondah.vic.gov.au

www.maroondah.vic.gov.au



Contact us

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

Telephone Enquiries: 03 9298 4327
Your Reference: 2024 2345:79194
Reg 51 (1)



20 November 2024

Victorian Statewide Conveyancing
PO Box 32
Narre Warren VIC 3805

Dear Sir/Madam

Re: 37 Dorset Road, Croydon VIC 3136 Lot 160 LP 52500

I refer to your request for information available from Council records concerning the above property.

No Building Permits have been issued in the last 10 years.

No Building Notices or Orders are outstanding against this property.

Combined Allotments

No combined allotment determinations have been made under Regulation 64(1) of the Building Regulations 2018.

Subdivision of an existing building

Council is **unaware** of any exemptions having been issued under regulation 231 of the Building Regulations 2018 that involves the subdivision of an existing building.

Please note this information is only as accurate as Council's Building records permit.

If there is a pool on this property it is the responsibility of the present or any future owner to ensure that the pool is registered and fenced with safety barriers that comply with the Building Act, Regulations and relevant Australian Standards. For more information on the obligations of pool owners see: <https://www.maroondah.vic.gov.au/Residents-property/Swimming-pool-and-spa-registration-and-fencing>

Yours faithfully

Leanne Wilson

Leanne Wilson
Municipal Building Surveyor

Contact us

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Victorian Statewide Conveyancing, care of Landchecker
Level 1, 49-51 Stead Street
SOUTH MELBOURNE 3205

Client Reference: 20242345 AW

NO PROPOSALS. As at the 19th November 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

37 DORSET ROAD, CROYDON 3136
CITY OF MAROONDAH

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: 19th November 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74979284 - 74979284144601 '20242345 AW'

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 160 LP52500

LOCAL GOVERNMENT (COUNCIL)

Maroondah

LEGAL DESCRIPTION

160\LP52500

COUNCIL PROPERTY NUMBER

195458

LAND SIZE

861m² Approx

ORIENTATION

East

FRONTAGE

18.19m Approx

ZONES

GRZ - General Residential Zone - Schedule 1

OVERLAYS

SLO - Significant Landscape Overlay - Schedule 4

State Electorates

LEGISLATIVE COUNCIL

North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY

Croydon District

Schools

CLOSEST PRIVATE SCHOOLS

Village School (1162 m)
Oxley Christian College (1463 m)
Luther College (2162 m)

CLOSEST PRIMARY SCHOOLS

Manchester Primary School (1215 m)

CLOSEST SECONDARY SCHOOLS

Mooroolbark College (1636 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 209 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 159 Homes

Council Information - Maroondah

PHONE

03 9298 4598 (Maroondah)

EMAIL

maroondah@maroondah.vic.gov.au

WEBSITE

<http://www.maroondah.vic.gov.au/>



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

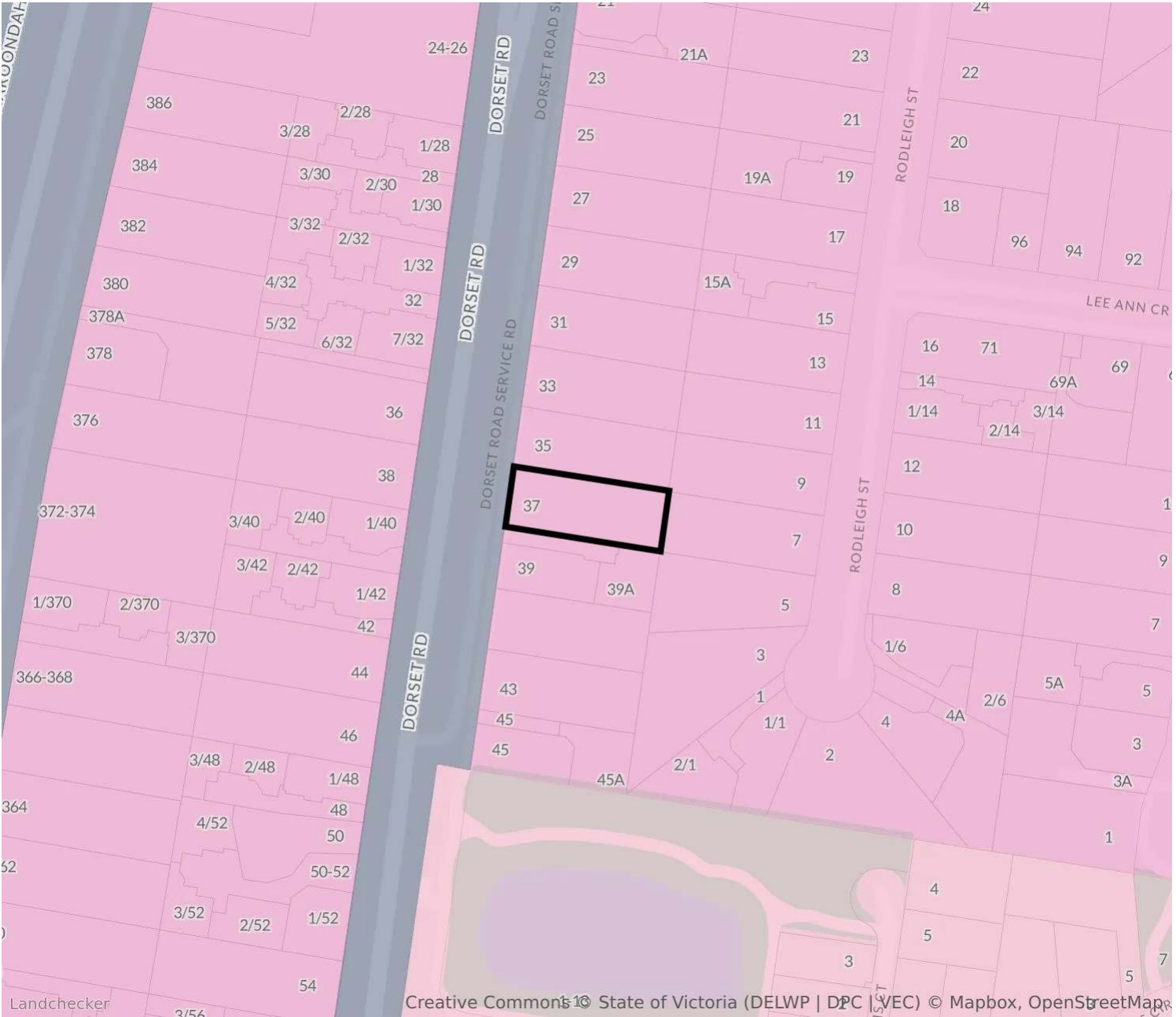
37 Dorset Road, Croydon Vic 3136

Status	Code	Date	Description
APPROVED	VC270	10/10/2024	Amendment VC270 extends the outdoor dining planning exemptions under clause 52.18 (Coronavirus (COVID 19) pandemic and recovery exemptions) for a further 12 months.
APPROVED	VC187	02/09/2024	Introduces a new particular provision, Housing by or on behalf of the Director of Housing at clause 53.20 of the Victoria Planning Provisions and all planning schemes to streamline the planning permit process to construct or extend a dwelling, or to construct or extend a front fence if the application is made by or on behalf of the Director of Housing. It amends clause 72.01 to specify the Minister for Energy, Environment, and Climate Change to be the responsible authority for the development of 10 or more dwellings and any apartment development.

PROPOSED PLANNING SCHEME AMENDMENTS

37 Dorset Road, Croydon Vic 3136

Status	Code	Date	Description
PROPOSED	C148maro	09/04/2024	The amendment implements the recommendations of the City of Maroondah Heritage Study Review Volume 2: Citations for Individual Heritage Places and Heritage Precincts by applying the Heritage Overlay on a permanent basis to 27 individual places and one precinct, deletes one individual place, introduces Heritage Design Guidelines for one individual place and makes other consequential changes to the Maroondah Planning Scheme.



GRZ1 – General Residential Zone – Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that respects the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.08 General Residential Zone

None specified.

LPP 32.08 Schedule 1 To Clause 32.08 General Residential Zone

For confirmation and detailed advice about this planning zone, please contact MAROONDAH council on 03 9298 4598.

- NRZ – Neighbourhood Residential Zone
- TRZ2 – Transport Zone

Other nearby planning zones

- GRZ – General Residential Zone



SLO4 - Significant Landscape Overlay - Schedule 4

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify significant landscapes.

To conserve and enhance the character of significant landscapes.

VPP 42.03 Significant Landscape Overlay

The combination of canopy trees and steep to undulating topography contribute to major elements of the urban character of Maroondah.

Canopy trees in particular soften the impact of buildings in the environment and provide a distinct leafy character to Maroondah. The continuous nature of the canopy vegetation throughout Maroondah provides a strong character element and is valued by the community.

The canopy vegetation is a defining element of the urban character of Maroondah. Background documents: Assessment of the Tree Canopy Cover in the City of Maroondah (J.J. O'Neill, 1995) Maroondah City Council Habitat Corridors Strategy (Context Pty Ltd, April 2005)

LPP 42.03 Schedule 4 To Clause 42.03 Significant Landscape Overlay

For confirmation and detailed advice about this planning overlay, please contact MAROONDAH council on 03 9298 4598.

NEARBY OVERLAYS

37 Dorset Road, Croydon Vic 3136



SLO - Significant Landscape Overlay

VPO - Vegetation Protection Overlay

For confirmation and detailed advice about this planning overlay, please contact MAROONDAH council on 03 9298 4598.



Aboriginal Cultural Heritage Sensitivity

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

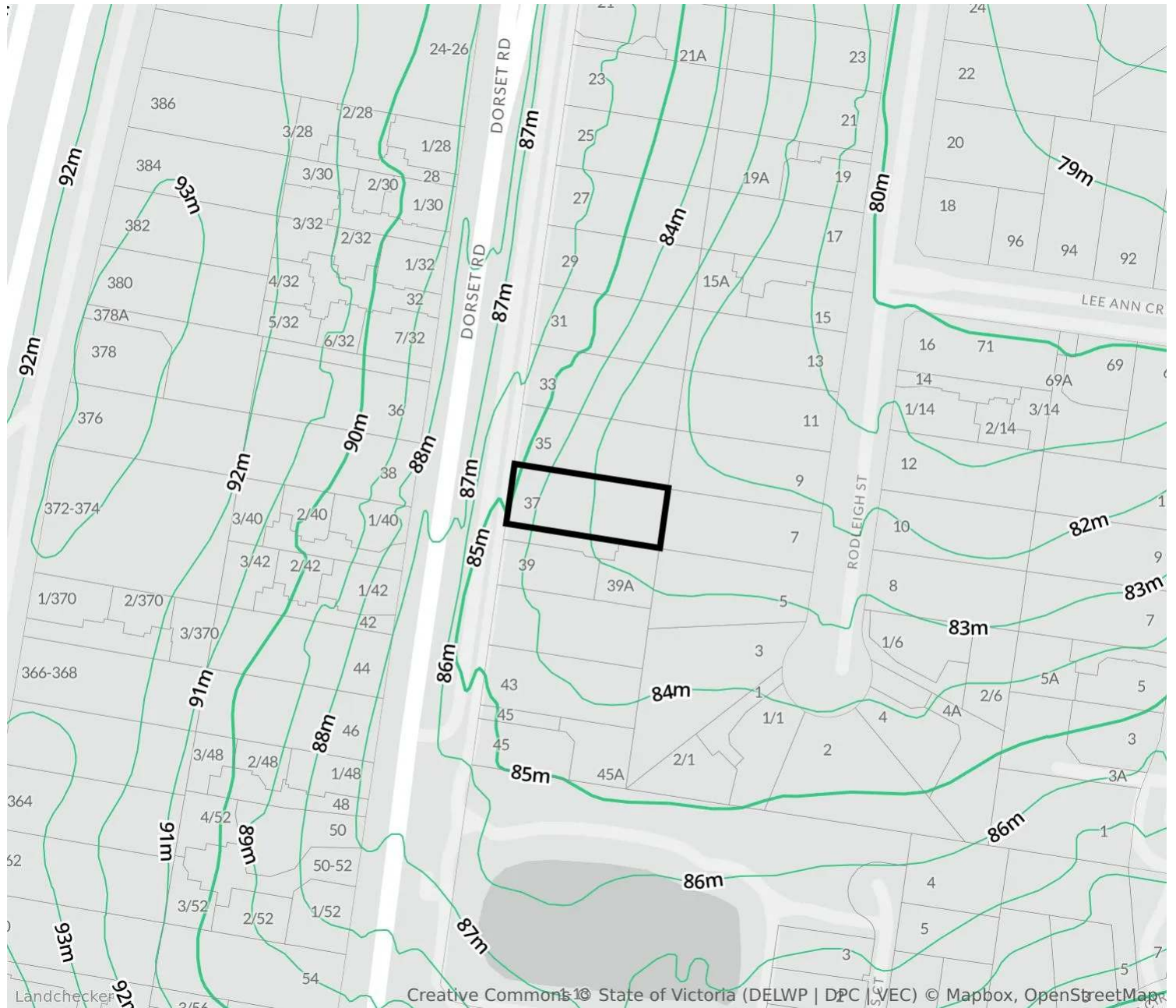
For confirmation and detailed advice about the cultural sensitivity of this property, please contact MAROONDAH council on 03 9298 4598.



Bushfire Prone Area

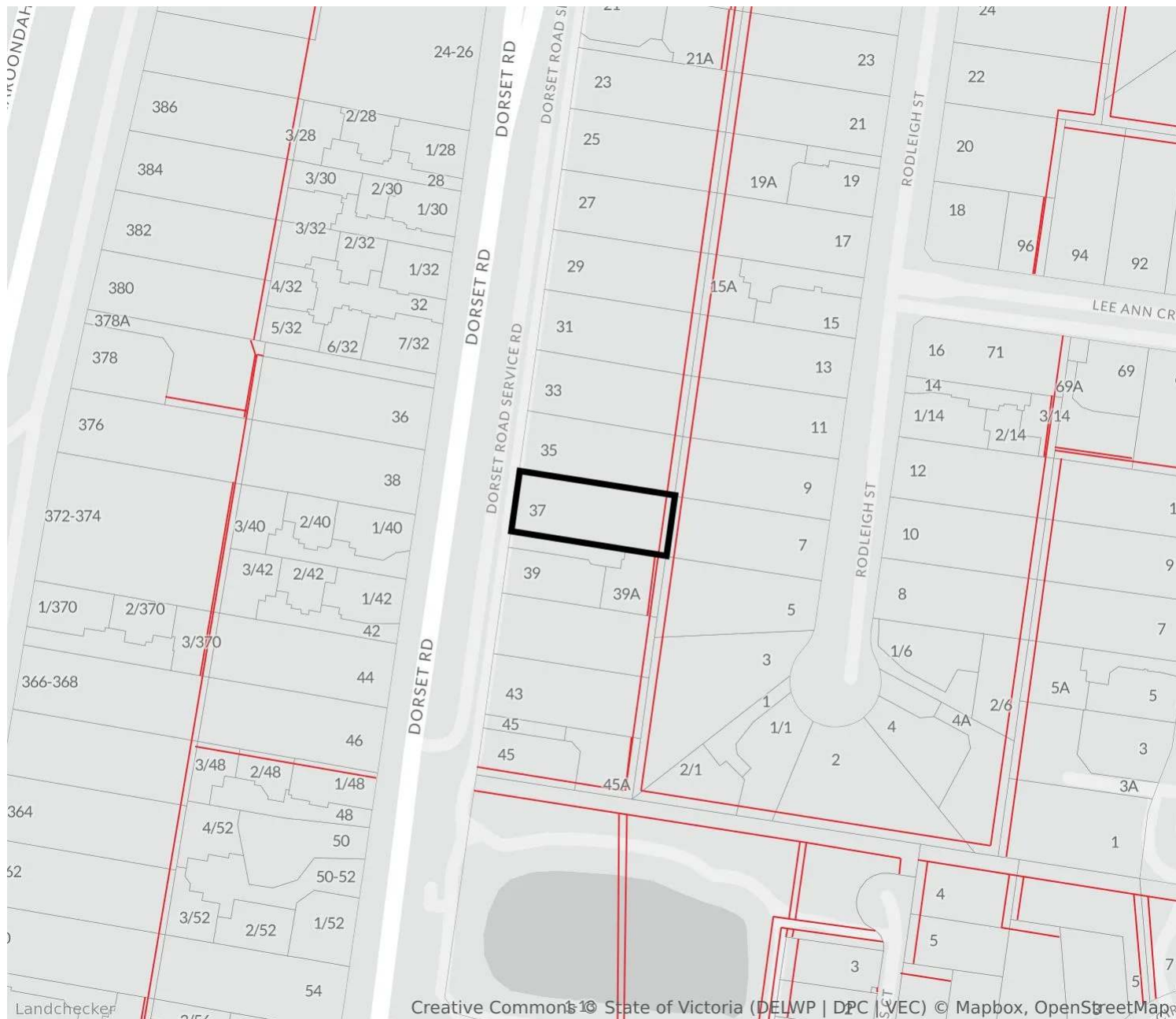
This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about the bushfire prone area of this property, please contact MAROONDAH council on 03 9298 4598.



1 - 5m Contours

For confirmation and detailed advice about the elevation of the property, please contact MAROONDAH council on 03 9298 4598.



Easements

The easement displayed is indicative only and may represent a subset of the total easements.

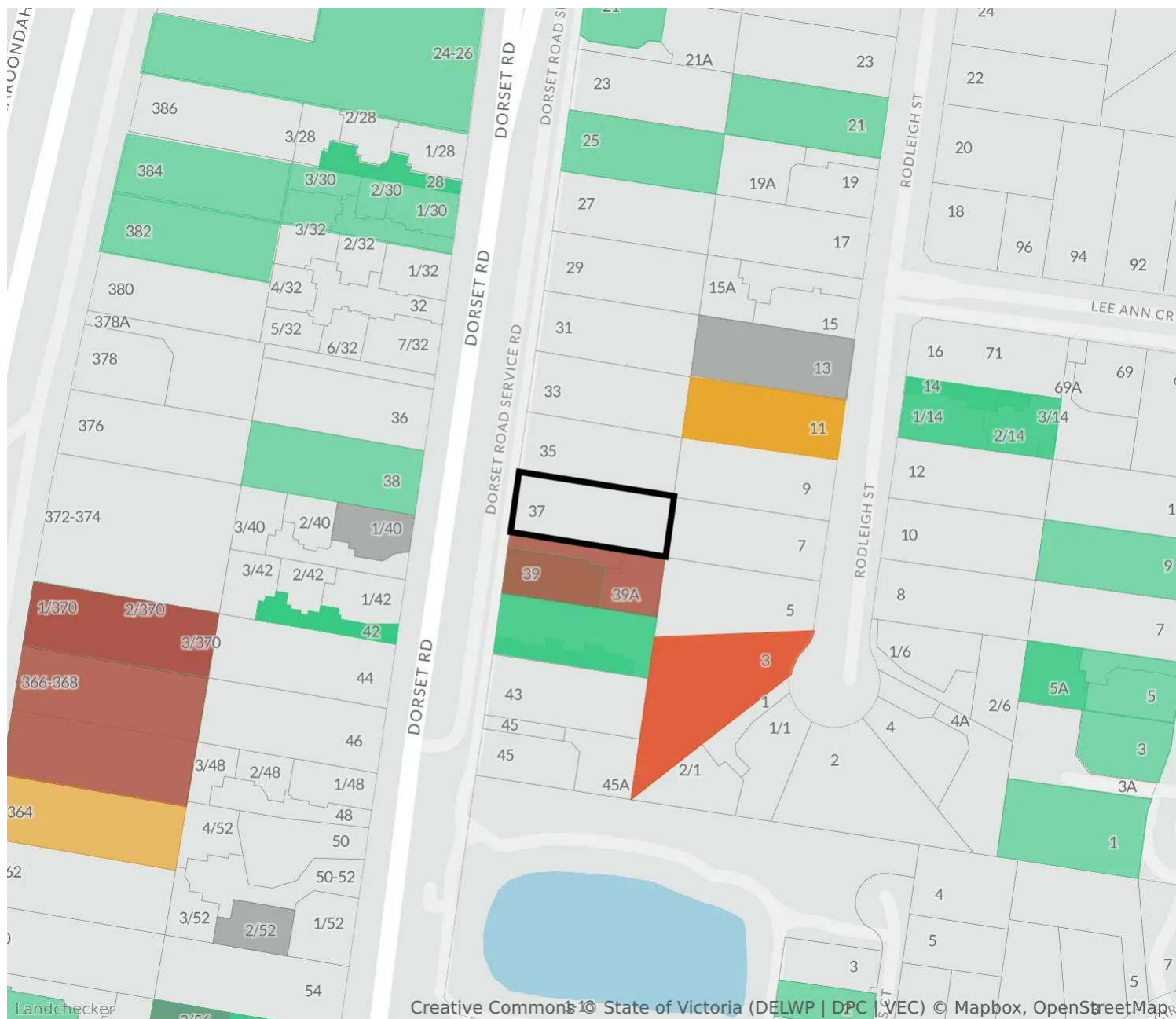
For confirmation and detailed advice about the easement on or nearby this property, please contact MAROONDAH council on 03 9298 4598.



No planning permit data available for this property.

NEARBY PLANNING PERMITS

37 Dorset Road, Croydon Vic 3136



Status	Code	Date	Address	Description
PENDING	M/2024/510	Received 17/07/2024	<u>11 Rodleigh Street, Croydon</u>	Subdivision of land into two lots (following approved development permit M/2022/1070)
PENDING	M/2023/579	Received 31/07/2023	<u>364 Maroondah Highway, Croydon</u>	Remove 1 tree
PENDING	M/2023/510	Received 04/07/2023	<u>3 Rodleigh Street, Croydon</u>	Construction of single storey dwelling and 2 lot subdivision
PENDING	M/2022/1070	Received 07/12/2022	<u>11 Rodleigh Street, Croydon</u>	Construction of a double storey dwelling to rear of the existing dwelling, construction of a carport to the existing dwelling and removal of vegetation
APPROVED	M/2023/400		<u>366-368 Maroondah Highway, Croydon</u>	Construct and display illuminated promotion signs
OTHER	M/2018/1231/C		<u>3A Brindy Court, Croydon</u>	Amendment to endorsed plans
OTHER	M/2022/357		<u>13 Rodleigh Street, Croydon</u>	Construction of an addition dwelling and subdivision of the land into 2 lots.

Status	Code	Date	Address	Description
APPROVED	M/2022/264		<u>1/84 Lee-Ann Crescent, Croydon</u>	Remove 1 tree
APPROVED	M/2021/303/A		<u>370 Maroondah Highway, Croydon</u>	Internal layout changes to all dwellings on ground floor. Upper Floor layout has not been amended.
APPROVED	M/2018/1231/B		<u>3 Brindy Court, Croydon</u>	Section 72 Amendment comprising external alterations, internal reconfiguration including first-floor extension and ground-floor extension (unroofed deck) for proposed Dwelling 2 (3A Brindy Court)
APPROVED	M/2021/944		<u>370 Maroondah Highway, Croydon</u>	Subdivision of the land into 3 lots (following an approved development)
APPROVED	M/2018/845/A		<u>5A Eric Street, Croydon</u>	Various amendments to endorsed plans
APPROVED	M/2021/439		<u>38 Dorset Road, Croydon</u>	Remove 2 trees
APPROVED	M/2021/404		<u>14 Rodleigh Street, Croydon</u> <u>14 Rodleigh Street, Croydon</u>	Subdivision of the land into 3 lots following approved development
APPROVED	M/2021/387		<u>41 Dorset Road, Croydon</u> <u>41 Dorset Road, Croydon</u>	Subdivision of the land into 3 lots following approved development
APPROVED	M/2021/303		<u>370 Maroondah Highway, Croydon</u>	Construction of three dwellings and removal of vegetation
APPROVED	M/2019/472/A		<u>82 Lee-Ann Crescent, Croydon</u> <u>82 Lee-Ann Crescent, Croydon</u>	Amendment to verandah
APPROVED	M/2019/509/B		<u>4 Brindy Court, Croydon</u> <u>4 Brindy Court, Croydon</u>	Amendment to the endorsed plans to show Tree 1 as being removed
APPROVED	M/2018/1231/A		<u>3 Brindy Court, Croydon</u> <u>3 Brindy Court, Croydon</u>	Delete the references to the retention of Tree 2 on the adjoining property and Tree 15 on the subject site and endorsement of amended plans
OTHER	M/2020/751		<u>370 Maroondah Highway, Croydon</u>	Construction of four double storey dwellings
APPROVED	M/2020/655		<u>39 Dorset Road, Croydon</u> <u>39 Dorset Road, Croydon</u>	Subdivision of the land into 2 lots (following approved development)
APPROVED	M/2020/460		<u>4 Eric Street, Croydon</u> <u>4 Eric Street, Croydon</u>	Subdivision of the land into 2 lots
APPROVED	S/2020/68		<u>4 Eric Street, Croydon</u>	Subdivision of the land into 2 lots
APPROVED	M/2019/509/A		<u>4 Brindy Court, Croydon</u>	Secondary consent amendment comprising various modifications including to add a swimming pool and relocation of water tanks and storage shed
REJECTED	M/2020/50		<u>370 Maroondah Highway, Croydon</u>	Remove 1 tree
APPROVED	M/2013/410/A		<u>3 Eric Street, Croydon</u>	Section 72 Amendment to the permit and plans to construct a verandah over the existing deck on Lot 1
APPROVED	M/2016/111/A		<u>369 Maroondah Highway, Croydon North</u> <u>369 Maroondah Highway, Croydon North</u>	Amend the endorsed plans to construct a 1.7 metre high front fence to dwelling 1
APPROVED	M/2019/721		<u>14 Rodleigh Street, Croydon</u>	Construction of two double storey dwellings in addition to the existing dwelling
APPROVED	M/2014/424/A		<u>5 Brindy Court, Croydon</u>	Alterations to units
APPROVED	M/2019/509		<u>4 Brindy Court, Croydon</u>	Construction of a double storey dwelling in addition to the existing dwelling, associated

Status	Code	Date	Address	Description
				vegetation removal and subdivision of the land into 2 lots
APPROVED	M/2019/472		<u>82 Lee-Ann Crescent, Croydon</u>	Construction of a double storey dwelling to the rear of the existing dwelling and subdivision of the land into 2 lots and tree removal
REJECTED	M/2019/153		<u>39 Dorset Road, Croydon</u>	Construction of an additional dwelling to the rear of the existing dwelling, removal of vegetation and alteration of an accessway to Road Zone Category 1.
APPROVED	M/2018/1231		<u>3 Brindy Court, Croydon</u>	Construction of an additional dwelling to the rear of the existing dwelling, subdivision of the land into two lots and associated vegetation removal.
APPROVED	M/2018/845		<u>5 Eric Street, Croydon</u>	Construction of an additional single storey dwelling to the rear of the existing dwelling and subdivision of the land into 2 lots.
APPROVED	M/2018/601		<u>382 Maroondah Highway, Croydon</u>	Remove 1 tree
APPROVED	M/2018/310		<u>41 Dorset Road, Croydon</u>	Construction of 3 double storey dwellings and associated vegetation removal
APPROVED	M/2017/958		<u>369 Maroondah Highway, Croydon North</u> <u>369 Maroondah Highway, Croydon North</u>	Subdivision of the land into 2 lots
APPROVED	M/2016/559/A		<u>42 Dorset Road, Croydon</u>	Replacement of open beam pergola with a new verandah
APPROVED	M/2017/920		<u>9 Eric Street, Croydon</u>	Remove 1 tree
APPROVED	M/2017/828		<u>30 Dorset Road, Croydon</u>	Subdivision of the land into 4 lots
REJECTED	M/2016/1031		<u>366-368 Maroondah Highway, Croydon</u>	Remove 2 trees
APPROVED	M/2014/403/B		<u>4 Eric Street, Croydon</u> <u>4 Eric Street, Croydon</u>	Extension (verandah) of rear Dwelling No.2
REJECTED	M/2016/962		<u>3 Rodleigh Street, Croydon</u>	The construction of four dwellings and tree removal
APPROVED	M/2016/948		<u>42 Dorset Road, Croydon</u>	Subdivision of the land into 3 lots
APPROVED	S/2016/179		<u>42 Dorset Road, Croydon</u>	Subdivision of the land into 3 lots
APPROVED	M/2016/824		<u>8 Eric Street, Croydon</u>	Remove 1 tree
APPROVED	M/2016/559		<u>42 Dorset Road, Croydon</u>	Construct 3 dwellings and remove trees
APPROVED	M/2016/396		<u>88 Lee-Ann Crescent, Croydon</u>	Construction of a new dwelling in addition to the existing dwelling and associated tree removal
APPROVED	M/2016/404		<u>5 Brindy Court, Croydon</u>	Subdivision of the land into 3 lots
APPROVED	M/2016/111		<u>369 Maroondah Highway, Croydon North</u>	Construction of a single storey dwelling to the rear of an existing dwelling, associated tree removal and creation of access to a road in a Road Zone Category 1

For confirmation and detailed advice about this planning permits, please contact MAROONDAH council on 03 9298 4598.

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Due Diligence Checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting 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