DATED 2025

D. & M. SGRO PROPERTIES PTY LTD
A.C.N. 006 175 202
as Trustee for Sgro Family Trust

CONTRACT OF SALE

Property: **19 Beechwood Close, Doncaster East, Vic 3109**

Henderson & Ball
Lawyers
Level 1, 5 Wellington Street
Kew 3101

Tel: 9261 8000
Ref: RHB:AMW:0373431

rhb:amw:0373431_005.docx

Contract of Sale of Real Estate

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property address: 19 Beechwood Close, Doncaster East, Vic 3109

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 conditions 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; and
* Vendor's Statement required by section 32(1) of the ***Sale of Land Act 1962*** is attached to and forms part of this contract

and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing:
- under power of attorney; or
- as director of a corporation; or
- as an 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/S on ……./……./2025

Signature	*Signature*
Print name of person signing	*Print name of person signing*
State nature of authority if applicable *(e.g. "director", "attorney under power of attorney"*	*State nature of authority if applicable* *(e.g. "director", "attorney under power of attorney"*

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

SIGNED BY THE VENDOR on ……./……./2025

Signature	*Signature*
ROSA ROBERTS *Director*	
State nature of authority if applicable *(e.g. "director", "attorney under power of attorney"*	*State nature of authority if applicable* *(e.g. "director", "attorney under power of attorney"*

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING PAYMENT

(*Taxation Administration Act 1953 (Cth)*)

Wherever the property is or will have a market value of $750,000.00 or more, the purchaser may have to comply with a foreign resident capital gains withholding payment requirement which may affect the amount available to the vendor on completion. This may still be necessary if the vendor is not a foreign resident.

Contract of Sale of Real Estate – Particulars of Sale

Vendor's estate agent

Name:	**OBRIEN REAL ESTATE**				
Address:	98 South Parade, Blackburn, Vic 3130				
Telephone:	03 9894 2044	Fax:	-	Email:	blackburn@obre.com.au

Vendor

Name(s):	**D. & M. SGRO PROPERTIES PTY LTD A.C.N. 006 175 202** **as Trustee for Sgro Family Trust**
Address:	

Vendor's legal practitioner or conveyancer

Name:	**HENDERSON & BALL**						
Address:	Level 1, 5 Wellington Street, Kew, Vic 3101						
Telephone:	9261 8000	Fax:	-	DX:	-	Email:	frontdesk@hendersonball.com.au

Purchaser

Name(s):					
Address:					
Telephone:		Fax:		Email:	

Purchaser's legal practitioner or conveyancer

Name:							
Address:							
Telephone:		Fax:		DX:		Email:	

Property address

The address of the land is 19 Beechwood Close, Doncaster East, Vic 3109

Land (general conditions 3 and 9)

The land is:

Certificate of Title reference:

Lot 68 on Plan of Subdivision LP124246 and being the land more particularly described in Certificate of Title Volume 9413 Folio 273 and is described in the copy title and plan as attached to the Vendor's Statement.

The land includes all improvements and fixtures.

Goods sold with the land (general condition 2.3(f))

Fixed floor coverings, electric light fittings, window furnishings, fixtures and fittings of a permanent nature as inspected.

Payment (general condition 11)

Price	$	
Deposit	$	(10% of the Price on the signing hereof).
Balance	$	payable at settlement.

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box :	
If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:	
If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:	

SETTLEMENT (general condition 10)

Is due on 2025

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession unless the words **'subject to lease'** appear on this box: in which case refer to general condition 1.1. If **'subject to lease'** then particulars of the lease are:	

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the ***Sale of Land Act 1962*** then add the words **'terms of contract'** in this box, and refer to general condition 23 and add any further provisions by way of special conditions:	

LOAN (general condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount: $

Approval date:

SPECIAL CONDITIONS

This sale does not include any special conditions unless the words **'special conditions'** appear in this box: If the sale is subject to **'special conditions'** then particulars of the special conditions are annexed to the back of this contract.	**SPECIAL CONDITIONS**

Annexure Contract of Sale of Real Estate
Special Conditions

Loss or Damage before Settlement

1. General Conditions ("GC") 24.4, 24.5 and 24.6 do not apply.
2. 2.1 If on the settlement date the Vendor cannot deliver the property in the condition required under GC 24.2 because of destruction of or damage to the property, the Purchaser must within fourteen (14) days after the settlement date, elect in writing either to:
   (a) complete the purchase, in which case the Purchaser's sole right arising from the Vendor's breach of GC 24.2 shall be the right of indemnity under the Vendor's insurance (if any) provided by Part 2 Division 3 of the Sale of Land Act 1982 ("SLA"); or
   (b) rescind this Contract, in which case the Purchaser's only claim against the Vendor shall be for repayment of all monies paid by the Purchaser on account of the price.

   2.2 If the Purchaser fails to so elect, the Vendor may at any time after fourteen (14) days after the settlement date, cancel this Contract. Upon cancellation, neither the Vendor nor the Purchaser shall have any further rights or liabilities under this Contract except that the Vendor must refund to the Purchaser all monies paid on account of the price.

Electronic Conveyancing

3. Settlement and lodgement will be conducted electronically in accordance with the electronically *Electronic Conveyancing National Law* and Special Condition 3 applies, if the box is marked "EC".

   EC

   3.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

   3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

   3.3 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*.

   3.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

   3.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

   3.6 Settlement occurs when the workspace records that:
   (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
   (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

   3.7 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 special condition 3.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

3.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

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

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

3.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Acceptance of Planning Status

4. The Purchaser having been supplied with the Statement required by s32 of the SLA, purchases the property subject to any restrictions imposed pursuant to any planning scheme or interim development order affecting the Land.

Property in Goods Sold

5. The property in any goods sold by this Contract shall not pass to the Purchaser until payment in full of the price.

No Representations

6. The Purchaser acknowledges that the Vendor's Agent has acted only as agent of the Vendor and no information, representation or warranty of the Vendor or the Vendor's Agent was made with the intention or knowledge that it would be relied upon and that no such information, representation or warranty has in fact been relied upon and it is further agreed that this Contract and the s32 Statement (a copy of which included in this Contract) are the sole and full repository of the agreement between the Vendor and the Purchaser.

Guarantee

7. If the Purchaser is a company other than one listed on the ASX, then:

7.1 any person who signs this Contract on behalf of the Purchaser is personally responsible to comply with the Purchaser's obligations under this Contract; and

7.2 the Directors of that Company must sign the attached Guarantee and Indemnity simultaneously with the execution of this Contract by the Purchaser.

Condition of Property

8. The Purchaser agrees with the Vendor that:

8.1 it has purchased the property as a result of its own inspections and enquiries;

8.2 it is satisfied as to the nature, quality, condition and state of repair of the property and the use to which it can be put and all restrictions and prohibitions on use and development;

8.3 it accepts the property as it is with all defects, if any, both latent and patent, and all or any dilapidation or infestation;

8.4 the Vendor has made no representations or warranty that the improvements on the Land or any of them or any renovations or alterations or additions to them comply with the *Building Act 1993* or the Building Regulations or any other relevant Act, Regulation, By Law ("Legislation") or the requirements of any governmental, statutory or municipal authority ("Authority"). The Purchaser may not make any claim for compensation or objection or in respect of any such non-compliance or call upon the Vendor to pay all or any part of the cost of complying with the Legislation or the requirement of any Authority;

8.5 if the property is not fitted with any or with insufficient smoke alarms, it is the responsibility of the Purchaser to comply with the relevant provisions of any Legislation.

Consequences of Default by Purchaser

9. The Vendor gives notice to the Purchaser and the Purchaser acknowledges that if the Purchaser fails to complete settlement of this Contract by the due date fixed for settlement, the Vendor will or may suffer the following losses and expenses, which the Purchaser must pay at settlement, in addition to interest as provided for in GC 26:
   (a) the costs of obtaining a bridging finance loan to complete the Vendor's purchase of another property, and interest charged on such loan;
   (b) penalties payable by the Vendor through the Vendor's delay in completing the purchase of another property;
   (c) the Vendor's legal costs and expenses (as between legal practitioner and own client) incurred as a result of the Purchaser's default.

   The Purchaser further acknowledges that such losses and expenses are and constitute reasonably foreseeable loss under and for the purposes of GC 25 of this Contract.

Foreign Acquisitions and Takeovers Act 1975

10. 10.1 The Purchaser warrants that the *Foreign Acquisitions and Takeovers Act 1975 (CTH)* ("the FAT Act") does not apply to it or to the purchase of the property by the Purchaser. The Purchaser agrees to indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered or incurred by the Vendor because of a breach of this warranty;
    10.2 If this Contract does not proceed to settlement because of the application of the FAT Act, then the deposit paid by the Purchaser shall be forfeited to the Vendor as the Vendor's absolute property, in addition to the Vendor's right of indemnity under this special condition;
    10.3 Notwithstanding the provisions of GC 5, the Vendor is not obliged to obtain any necessary consent or licence required by or under the FAT Act for the purchase of the property by the Purchaser;
    10.4 This special condition will not merge on settlement.

Auction Rules

11. The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

    The Purchaser to whom the property is sold shall immediately sign this Contract and pay the deposit to the Vendor's Agent.

Security Interest

12. GC 7 is deleted and replaced by the following:
    "7. **Release of security interest**
        7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
        7.2 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Properties Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with GC 7.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.
        7.3 The vendor must ensure that at or before settlement, the purchaser receives—
            (a) a release from the secured party releasing the property from the security interest; or
            (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
            (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
        7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property that—

(a) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(b) 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

(c) is sold in the ordinary course of the vendor's business of selling personal property of that kind;

unless:

(d) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register; or

(e) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.5 A release for the purposes of GC 7.3(a) must be in writing. The release must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.6 The purchaser must provide the vendor with a copy of the release under GC 7.3(a) at or as soon as practicable after settlement.

7.7 The vendor must also 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 in addition to ensuring a release is received under GC 7.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.8 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.

7.9 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.8.

7.10 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; and

(c) as though the purchaser was in default —

if settlement is delayed under GC 7.9.

7.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This GC 7.11 applies despite GC 7.1.

7.12 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in GC 7 unless the context requires otherwise".

Service

13.1 GC 17.1 is deleted and replaced by the following:

"17.1 Any document sent by –

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt as provided in section 13A of the *Electronic Transactions (Victoria) Act* 2000."

13.2 GC 17.2 is deleted and replaced by the following:

"17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email".

Nomination

14. GC 18 is deleted and replaced by the following:

"18 The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract".

Acceptance of Title

15. The following is added as GC 12.4:

"12.4Where the purchaser is deemed by s27(7) of the *SLA* to have given the deposit release authorisation referred to in s27(1), the purchaser is also deemed to have accepted title".

Due Diligence Checklist

16. The Purchaser acknowledges having received from the Vendor or the Vendor's Agent a due diligence checklist.

Foreign resident capital gains withholding

17.1 Words defined or used in subdivision 14-D of Schedule 1 to the ***Taxation Administration Act 1953*** **(Cth)** ("***TA Act***") have the same meaning in this special condition except if the circumstances require differently.

17.2 For the purposes of this special condition every vendor in this contract is a foreign resident, except if a clearance certificate, issued by the Commissioner under section 14-220(1) of Schedule 1 to the ***T.A Act*** in respect of every vendor, is provided to the purchaser The date of settlement must be included in the specified period of the clearance certificate.

17.3 This special condition applies to contracts made on or after 1 July 2017 and 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 ***TA Act*** ("the amount") because:

(a) one or more of the vendors is a foreign resident;

(b) the property is or will have a market value of $750,000.00 or more just after the transaction; and

(c) the transaction is not excluded under section 14-215(1) of Schedule 1 to the ***TA Act***.

17.4 The amount:

(a) is to be deducted from the vendor's entitlement to the contract consideration; and

(b) if part is represented by non-monetary consideration, must be paid by the vendor to the purchaser at settlement.

17.5 A legal practitioner or conveyancer ("legal representative") must be appointed by the purchaser to perform all legal aspects of settlement, including the performance of the purchaser's obligations in respect of this special condition.

17.6 For the purposes of this special condition, the legal representative's appointment terms are taken to include instructions with respect to the vendor's interests and instructions that the legal representative must, at least 5 business days before the date due for settlement:

(a) submit payment, or ensure payment, of the amount to the Commissioner in the method required by the Commissioner;

(b) provide the vendor's legal representative with evidence of payment; and

(c) otherwise comply, or ensure compliance with, this special condition;

notwithstanding differing instructions, other than from both the purchaser and vendor and any other requirement in this contract to the contrary.

17.7 The legal representative is taken to have satisfied the requirements in special condition 17.6 if:

(a) the settlement is conducted through an electronic conveyancing system agreed by the parties; and

(b) the amount is particularised in the settlement statement requiring payment to the Commissioner with regard to this transaction.

17.8 At least 5 business days before the due date for settlement, any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the ***TA Act***, must be provided to the purchaser.

17.9 Within 5 business days of a request being made by the purchaser, the vendor must provide the purchaser with such information as the purchaser requires to satisfy the purchaser's requirement to pay the amount in accordance with section 14-200 of Schedule 1 to the ***TA Act***. The vendor warrants that the information the vendor provides is true and correct.

17.10 It is the responsibility of the purchaser to pay any penalties or interest to the Commissioner as a result of late payment of the amount.

GST withholding

18.1 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 exressions 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.

18.2 This special condition applies if the purchaser is 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 special condition is to be taken as relieving the vendor from compliance with section 14-255.

18.3 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.

18.4 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 special condition; and

(b) ensure that the representative does so.

18.5 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.

18.6 The representative is taken to have complied with the requirements of general condition 18.5 if:

(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

18.7 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 settlement system described in special condition 18.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 18.7, 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.

18.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

18.9 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.

18.10 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.

18.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or

(b) the purchaser's 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.

18.12 This special condition will not merge on settlement.

Payment

19. General Condition 11.6 is amended by deleting "three" and inserting "five".

General Conditions

20. The Vendor warrants that the General Conditions 1 to 28 included in the Contract are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980 as in force immediately before the said Regulations expired, lapsed and otherwise ceased to have effect on 11 August 2018.

Land Tax Adjustment

21.1 For the purposes of General Condition 15, the expression "periodic outgoings" does not include any amounts to which s10G of the *Sale of Land Act 1962* applies.

21.2 General Condition 21 does not apply to any amounts to which Section 10G and 10H of the *Sale of Land Act 1962* applies.

GUARANTEE AND INDEMNITY

TO: The withinnamed Vendor

IN CONSIDERATION of the Vendor having at the request of the person(s) whose name(s) and address(es) are set out in the Schedule to this Guarantee and Indemnity or Guarantor(s) ("the Guarantor") agreed to sell the land described in the within Contract of Sale ("Contract") to the withinnamed Purchaser, the Guarantor HEREBY GUARANTEES to the Vendor:

(a) the due and punctual payment by the Purchaser of the purchase money and any interest payable thereon as detailed in the Contract and all other monies that are payable or may become payable pursuant thereto;

(b) the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the Contract and on the part of the Purchaser to be paid performed and observed;

(c) the payment of all losses and damages incurred by the Vendor by reason of breach of the Contract by the Purchaser, including losses and damages upon rescission or termination by the Vendor.

AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the Contract and further that this Guarantee and Indemnity is given upon and subject to the following conditions:-

1. that if the Purchaser does not pay the Vendor as and when due the monies referred to in the Contract, the Guarantor will immediately pay such monies to the Vendor;

2. that if the Purchaser does not carry out or perform any of its obligations under the Contract, the Guarantor will immediately carry out and perform the obligation;

3. the Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the price, interest and all other monies pursuant to the Contract and the performance of the Purchaser's obligations in the Contract and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out those obligations;

4. that no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect the liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

S C H E D U L E

Vendor: D. & M. SGRO PROPERTIES PTY LTD
A.C.N. 006 175 202
as Trustee for Sgro Family Trust

Purchaser: of

Guarantor 1: ....
Name

....
Address

....

Guarantor 2: ....
Name

....
Address

....

EXECUTED as a Deed by the Guarantor this day of 2025.

SIGNED SEALED AND DELIVERED by)
)
Guarantor 1)
)
in the presence of:)

SIGNED SEALED AND DELIVERED by)
)
Guarantor 2)
)
in the presence of:)

Contract of Sale of Real Estate – General Conditions

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the ***Estate Agents Act 1980***.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 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 lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Vendor's Statement.

2.6 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***.

2.7 Words and phrases used in general condition 2.6 which are defined in the ***Building Act 1993*** have the same meaning in general condition 2.6.

3. Identity of the land

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

7.1 This general condition applies if any part of the property is subject to a security interest to which the ***Personal Property Securities Act 2009* (Cth)** applies.

7.2 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives:

(a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted;

If the security interest is registered in the Personal Property Securities Register.

7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.

7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that:

(a) is not described by serial number in the Personal Property Securities Register; and

(b) is predominantly used for personal, domestic or household purposes; and

(c) has a market value of not more than $5,000 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.

7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.

7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.7 In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.

7.9 If the purchaser does not provide an advice under general condition 7.8, 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.

7.10 If settlement is delayed under general condition 7.9, the purchaser must pay the vendor:

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay;

as though the purchaser was in default.

7.11 Words and phrases used in general condition 7 which are defined in the ***Personal Property Securities Act 2009* (Cth)** have the same meaning in general condition 7.

8. Builder warranty insurance

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

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the ***Transfer of Land Act 1958***.

9.2 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.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 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.

9.5 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.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the ***Transfer of Land Act 1958***, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

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

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 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.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:
(a) in cash; or
(b) by cheque drawn on an authorised deposit-taking institution; or
(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:
(a) the vendor provides particulars, to the 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 do 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.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
(b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is 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.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

(a) 'GST Act' means ***A New Tax System (Goods and Services Tax) Act 1999*** **(Cth)**; and

(b) 'GST' includes penalties and interest.

14. Loan

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties and adjusted at settlement and any adjustment paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the 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 any party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents including any manner authorised for service on or by a legal practitioner.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

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

20. Guarantee

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.

21. Notices

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

22. Inspection

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

23. Terms contract

23.1 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.

23.2 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; and

(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.

24. Loss or damage before settlement

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

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

DEFAULT

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

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

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given:

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) 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.

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

DATED 2025

D. & M. SGRO PROPERTIES PTY LTD
A.C.N. 006 175 202
as Trustee for Sgro Family Trust

VENDOR'S STATEMENT

Property: **19 Beechwood Close, Doncaster East, Vic 3109**

Henderson & Ball
Lawyers
Level 1, 5 Wellington Street
Kew 3101

Tel: 9261 8000
Ref: RHB:AMW:0373431

VENDOR STATEMENT

TO THE PURCHASER OF REAL ESTATE PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC) ("the Act")

as at 1 October 2014

LAND **19 BEECHWOOD CLOSE, DONCASTER EAST, VIC 3109**

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

The vendor must sign this statement and give it to the purchaser prior to the purchaser signing the contract. The vendor may sign this statement to be given to the purchaser by electronic signature.

VENDOR **D. & M. SGRO PROPERTIES PTY LTD A.C.N. 006 175 202 AS TRUSTEE FOR SGRO FAMILY TRUST**

Signature of the Vendor

R. Roberts
....

DATE OF THIS STATEMENT 20 / 1 /2025

The Purchaser acknowledges being given this statement signed by the Vendor together with the attached documents before the Purchaser signed any contract.

PURCHASER

Signature of the Purchaser

....

DATE OF ACKNOWLEDGEMENT / /20__

1. FINANCIAL MATTERS

~~1.1 Land subject to a mortgage~~

~~1.2 Any Charge~~

~~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~~.

1.3 Rates, taxes, charges or other similar outgoings

Particulars of any rates, taxes, charges or other similar outgoings affecting the land (and any interest payable on any part of them):

Are contained in the attached certificate(s).

~~1.4 Terms Contract~~

2. LAND USE

2.1 Easement, covenant or other similar restriction affecting the land

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

Covenant J820953 prohibiting to erect a dwelling or dwellings on the land or any part of it unless the exterior walls of such dwelling or dwellings (except for usual outbuildings) are substantially of brick or brick veneer.

is set out in the attached copies of title document(s).

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

None to the vendor's knowledge.

2.2 Designated bushfire prone area

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

2.3 Planning scheme

The name, the Responsible Authority, the zoning of the land and the names of the planning overlays are contained in the attached Planning certificate.

3. NOTICES

3.1 Notice, order, declaration, report or recommendation

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

None to the Vendor's knowledge.

4. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years in relation to a building on the land:

N/A

5. SERVICES

The following services are not connected to the land:

- ☐ electricity supply
- ☐ gas supply
- ☐ water supply
- ☐ sewerage
- ☐ telephone services

6. TITLE

Copies of the following documents are attached:

6.1 **Registered Title (*Transfer of Land Act* 1958)**

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

7. DUE DILIGENCE CHECKLIST

The Vendor or the Vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available before the land is offered for sale to any prospective purchaser from the time the land for sale that is vacant residential land or land on which there is a residence.

The provision or attachment of the due diligence checklist to Vendor Statement is not required but may be attached as a matter of convenience.

8. ATTACHMENTS

8.1 Register Search Statement Volume 9413 Folio 273

8.2 Plan of Subdivision LP124246

8.3 Covenant J820953

8.4 Planning Property Report

8.5 Planning Certificate

8.6 Manningham Council– Building Information Certificate

8.7 Manningham Council – Land Information Certificate

8.8 Yarra Valley Water– Water Information Statement

8.9 State Revenue Office - Land Tax Clearance Certificate

8.10 Roads Certificate

8.11 Due Diligence Checklist

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 09413 FOLIO 273

Security no : 124121068834U
Produced 08/01/2025 04:40 PM

LAND DESCRIPTION

Lot 68 on Plan of Subdivision 124246.
PARENT TITLES :
Volume 08102 Folio 219 Volume 08262 Folio 120
Created by instrument LP124246 12/03/1981

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
D. & M. SGRO PROPERTIES PTY LTD of 388 CHURCH ST NORTH GEELONG
M807722D 27/04/1987

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT J820953 16/02/1982

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 LP124246 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

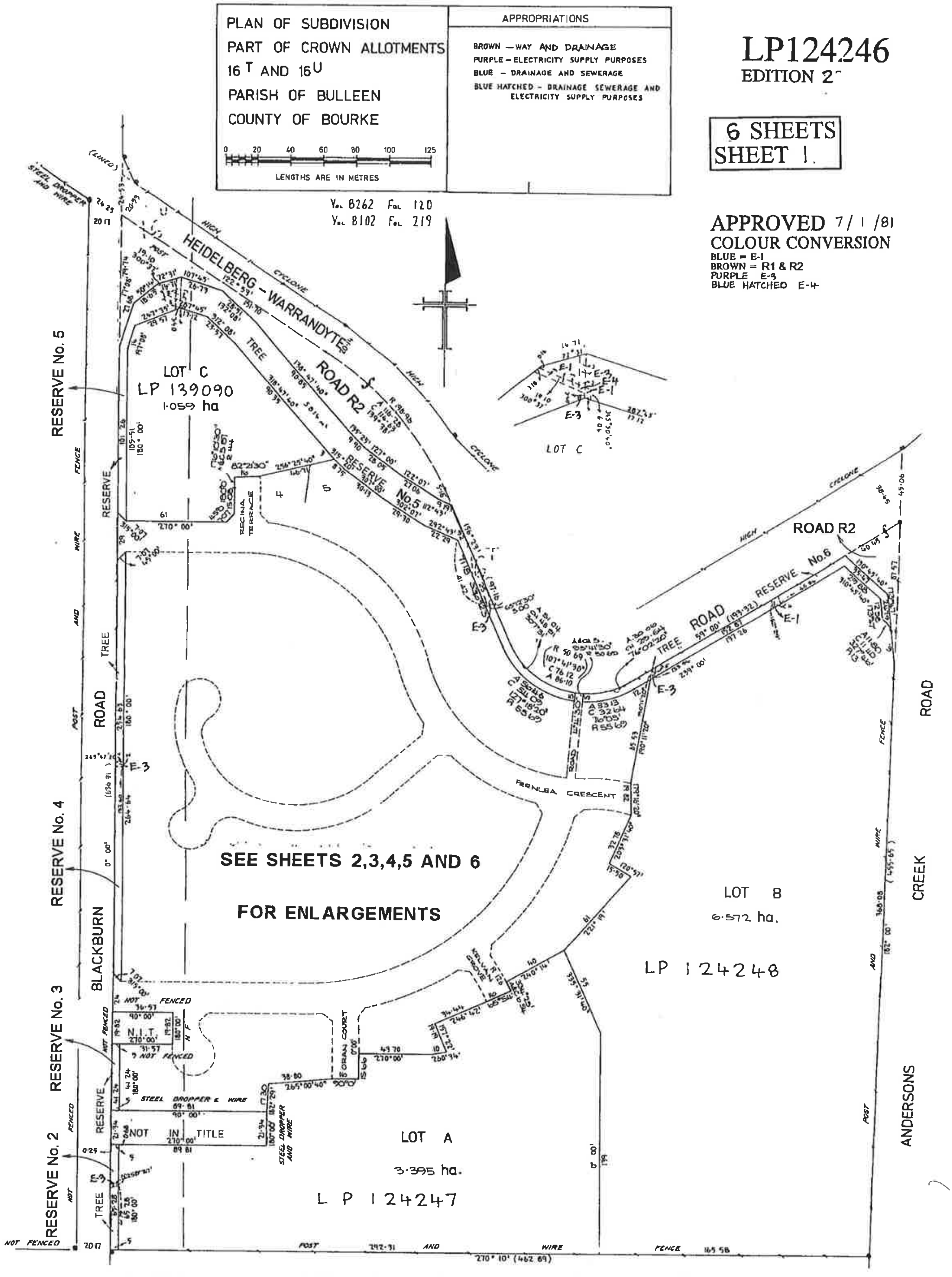
NIL

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

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

Street Address: 19 BEECHWOOD CLOSE DONCASTER EAST VIC 3109

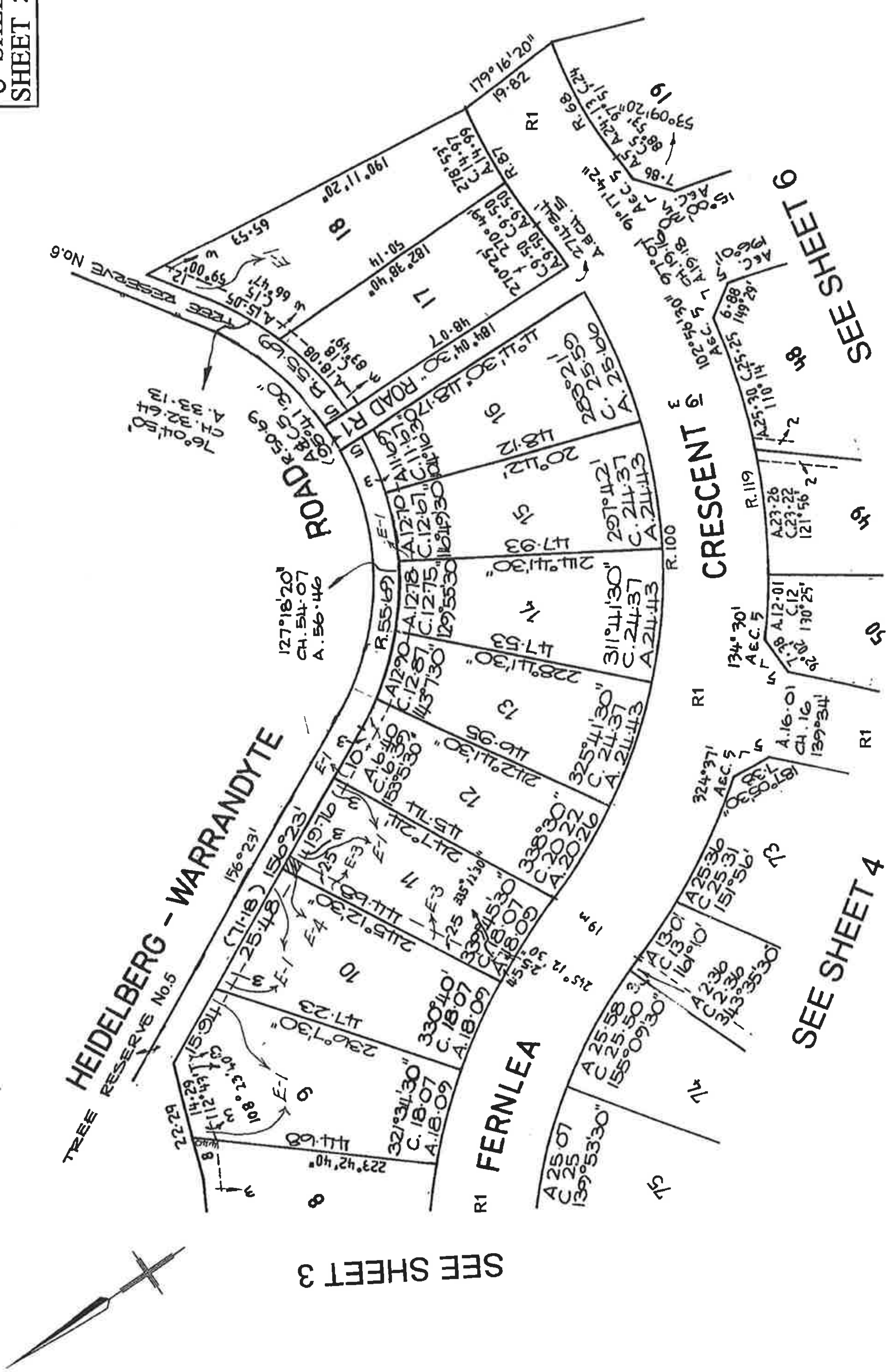
DOCUMENT END

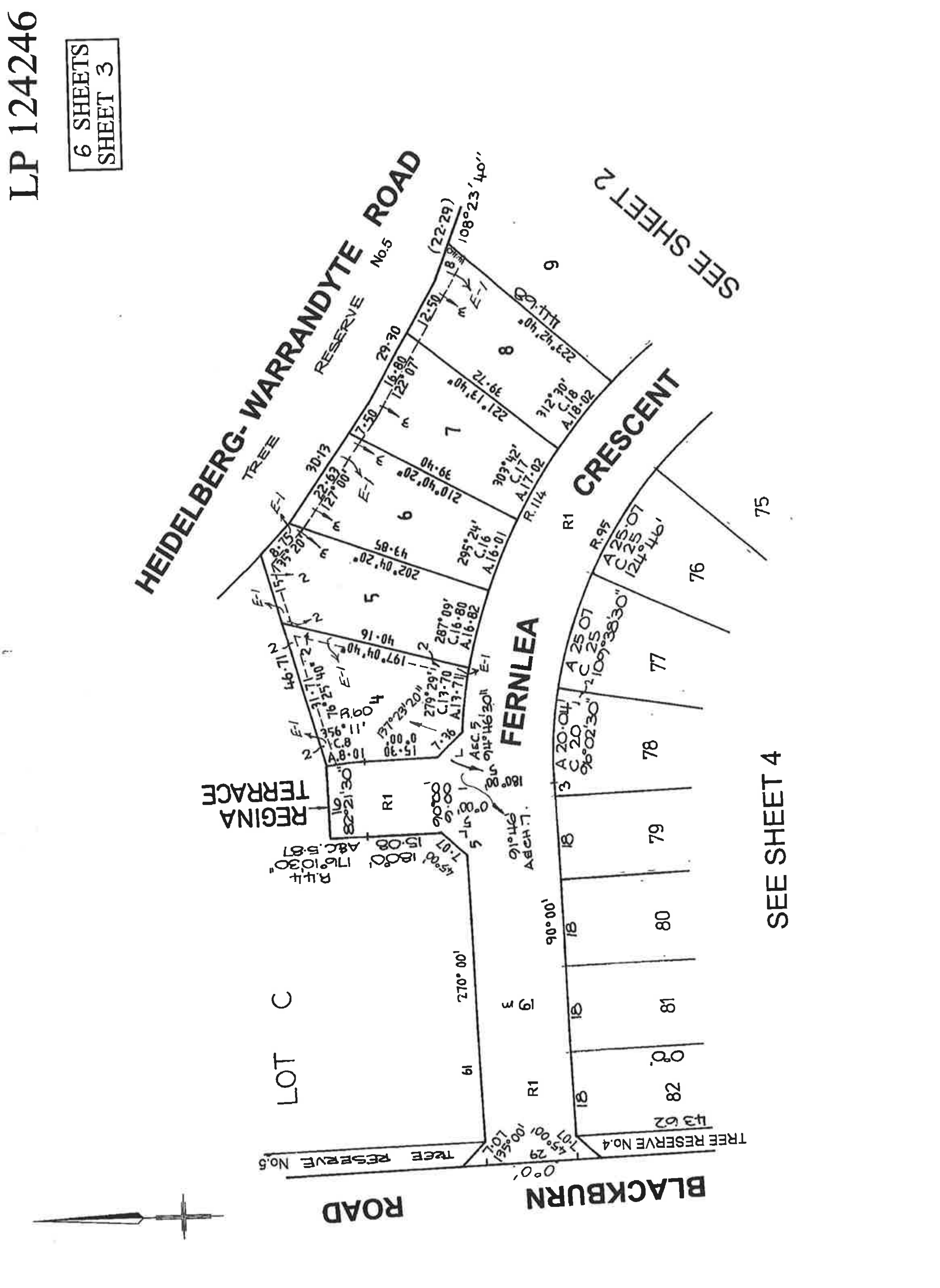


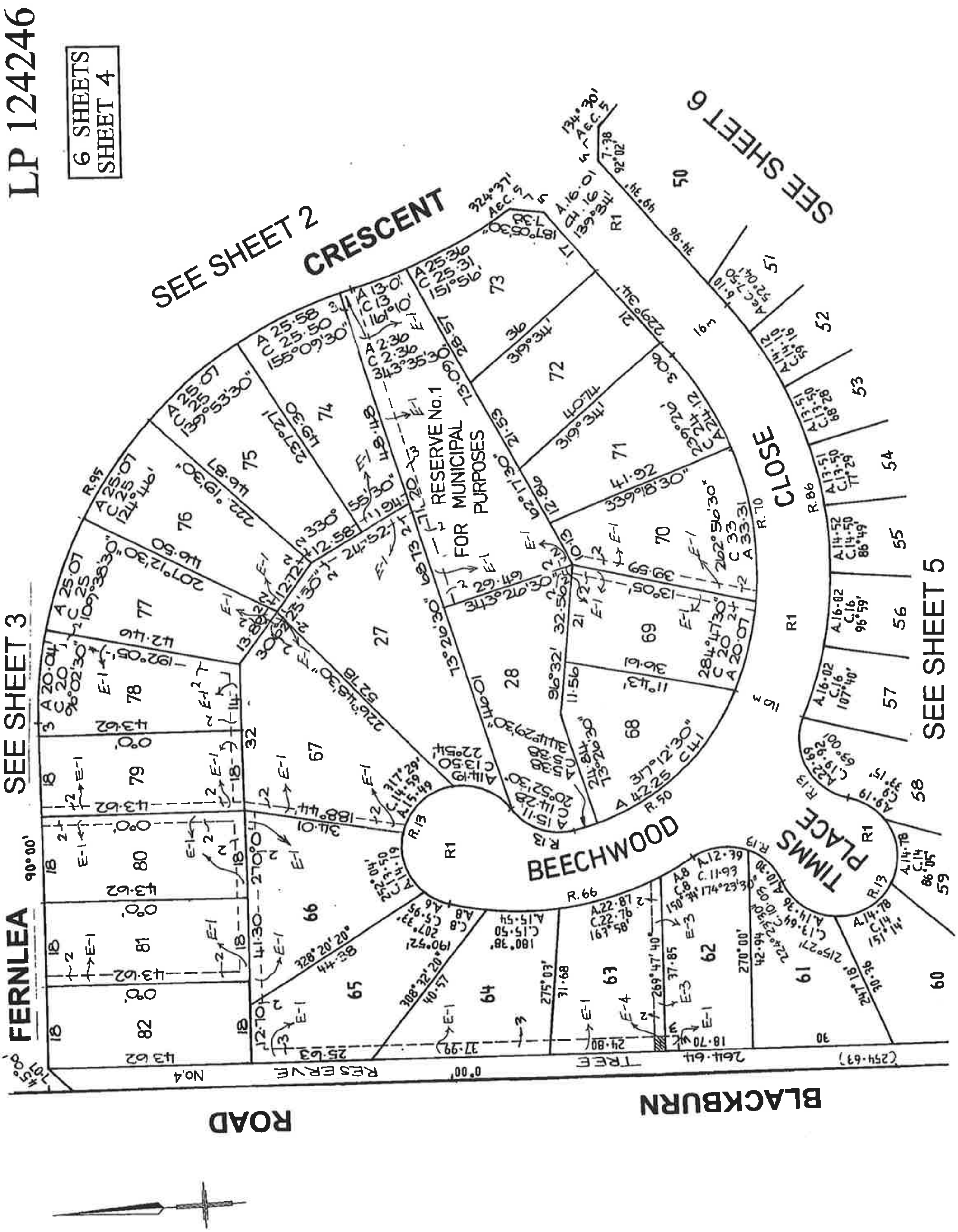
WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER

LP 124246

6 SHEETS
SHEET 2

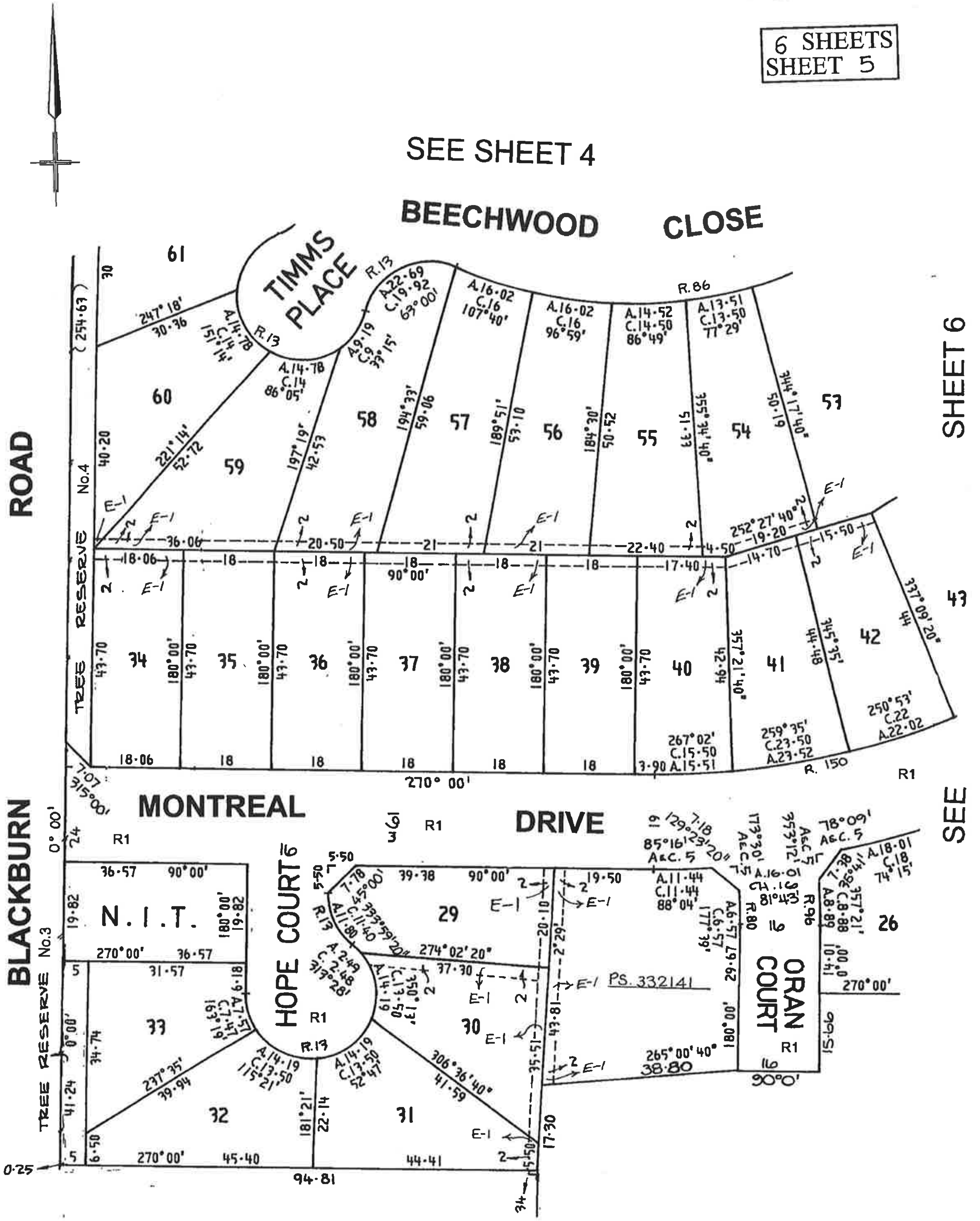



LP 124246
6 SHEETS
SHEET 3
HEIDELBERG-WARRANDYTE ROAD
TREE RESERVE No.5
SEE SHEET 2
CRESCENT
FERNLEA
REGINA TERRACE
LOT C
SEE SHEET 4
BLACKBURN ROAD
TREE RESERVE No.5
TREE RESERVE No.4
R1


LP 124246
6 SHEETS
SHEET 4
SEE SHEET 2
CRESCENT
SEE SHEET 6
SEE SHEET 3
SEE SHEET 5
FERNLEA
CLOSE
BEECHWOOD
TIMMS PLACE
RESERVE No.1 FOR MUNICIPAL PURPOSES
RESERVE No.4
BLACKBURN
ROAD
TREE

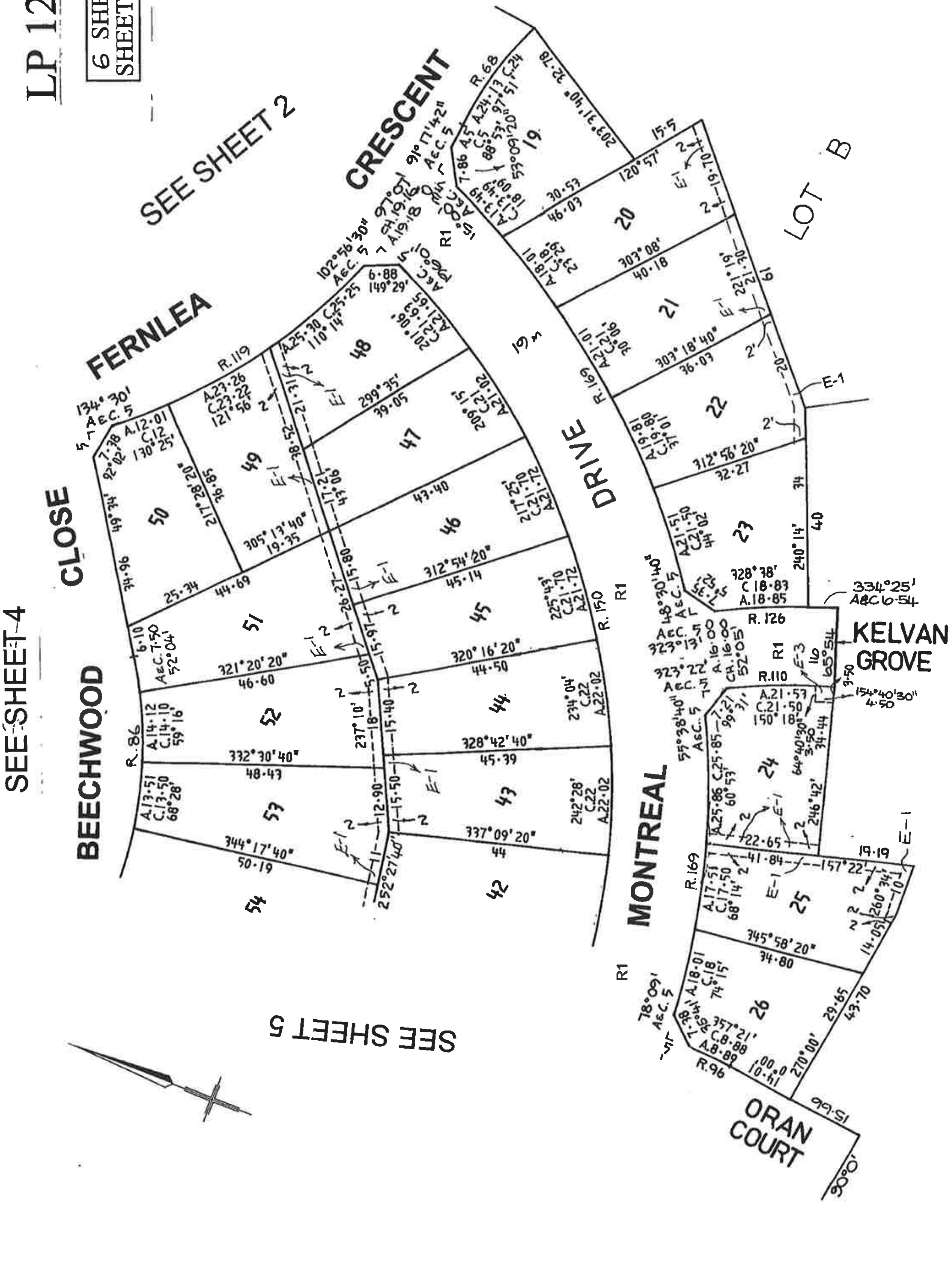
LP 124246

6 SHEETS
SHEET 5



LP 124246

6 SHEETS
SHEET 6



MODIFICATION TABLE
RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER
LP124246

LAND	MODIFICATION	DEALING REFERENCE	DATE AND TIME ENTERED		NEW EDITION NUMBER	SIGNATURE OF ASSISTANT REGISTRAR OF TITLES
			DATE	TIME		
LOT 82	REMOVAL OF EASEMENT	AP 60415E SEC 73			2	[signature]
LOT 22	REMOVAL OF EASEMENT	AP 62898T SEC. 73			2	[signature]
RESERVE	PLAN OF SUBDIVISION & REMOVE RESERVE	PS 332141E			3	G V[signature]

J820953 J820953

10.25

FINKELSTEIN & LIPSHUTZ
~~GRILLY & DE GRAAF~~

MADE AVAILABLE TO ISSUE TO

10-35 FEB 1 82 Finkelstein & Lipshutz

1039.50

VICTORIA

J483306

TRANSFER OF LAND

ENTRAD VICTORIA PTY. LTD. the registered office of which was formerly situated at 578 St. Kilda Road Melbourne but which is now situated at Level 22, Collins Tower, 35 Collins Street Melbourne being registered or entitled to be registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of FORTY SIX THOUSAND ONE HUNDRED AND TWELVE DOLLARS AND FIFTY CENTS ($46,112.50) paid to it by DARRINGTON CONSTRUCTIONS PTY. LTD. the registered office of which is situated at 366 Whitehorse Road Nunawading DOES HEREBY TRANSFER to the said Darrington Constructions Pty. Ltd. ALL its estate and interest in ALL THOSE pieces of land being Lots 28 and 68 on Plan of Subdivision No. 124246 Parish of Bulleen and being the whole of the land described in Certificates of Title Volume 9413 Folio 233 and Volume 9413 Folio 273 and the said DARRINGTON CONSTRUCTIONS PTY. LTD. with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every Lot of the said Plan of Subdivision other than the ~~Lot~~ Lots hereby transferred and that the burden of the covenant shall be annexed to and run at law and in equity with the said land hereby transferred DOES HEREBY for itself and its transferees and assignees and as separate covenants COVENANT with the said Entrad Victoria Pty. Ltd. and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision or any part or parts thereof other than the ~~Lot~~ Lots hereby transferred that the said Darrington Constructions Pty. Ltd. shall not erect a dwelling or dwellings on the said land or any part of it unless the exterior walls of such dwelling or dwellings (except for usual outbuildings) are substantially of brick or brick veneer.

DATED this 15th day of January 1982.

A memorandum of the within instrument has been entered in the Register Book.

OFFICE OF TITLES A. S. VICTORIA

STAMP DUTY VICTORIA
1TRANS#8670 S.D.V. 10FEB82
RECEIPT# 3913 11A $VVVV1,039.50

2/9/82

EXECUTED by the said ENTRAD VICTORIA PTY. LTD. by being executed by its Attorney GEOFFREY IAN WILLIAMS under Power of Attorney Number 250062 in the presence of:

THE COMMON SEAL of DARRINGTON CONSTRUCTIONS PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence Of:

DARRINGTON CONSTRUCTIONS PTY. LTD. THE COMMON SEAL OF

.... (Director)

.... (Secretary)

ENCUMBRANCES REFERRED TO:

The encumbrances and easements (if any) as set out at the foot of the said Certificate of Title.

DJ820953-2-7

J 483306.

To the Registrar of Titles
Please register this dealing & upon completion hand Certificate of Title to issue in respect of Lots 28 & 68 on Plan of Subdivision 124246 to lodging party.
Abbott Stillman & Wilson

DATED . 1981.

ENTRAD VICTORIA PTY. LTD.

(TO)

DARRINGTON CONSTRUCTIONS PTY.LTD.

TRANSFER OF LAND

CRILLY & DE GRAAF,
SOLICITORS,
234 MAROONDAH HIGHWAY,
HEALESVILLE, VIC. 3777

(059) 62.4877

WdG:CJ.

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 09 January 2025 10:03 AM

PROPERTY DETAILS

Address:	**19 BEECHWOOD CLOSE DONCASTER EAST 3109**	
Lot and Plan Number:	**Lot 68 LP124246**	
Standard Parcel Identifier (SPI):	**68\LP124246**	
Local Government Area (Council):	**MANNINGHAM**	www.manningham.vic.gov.au
Council Property Number:	**294231**	
Planning Scheme:	**Manningham**	Planning Scheme - Manningham
Directory Reference:	**Melway 34 D4**	

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**BULLEEN**

OTHER

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

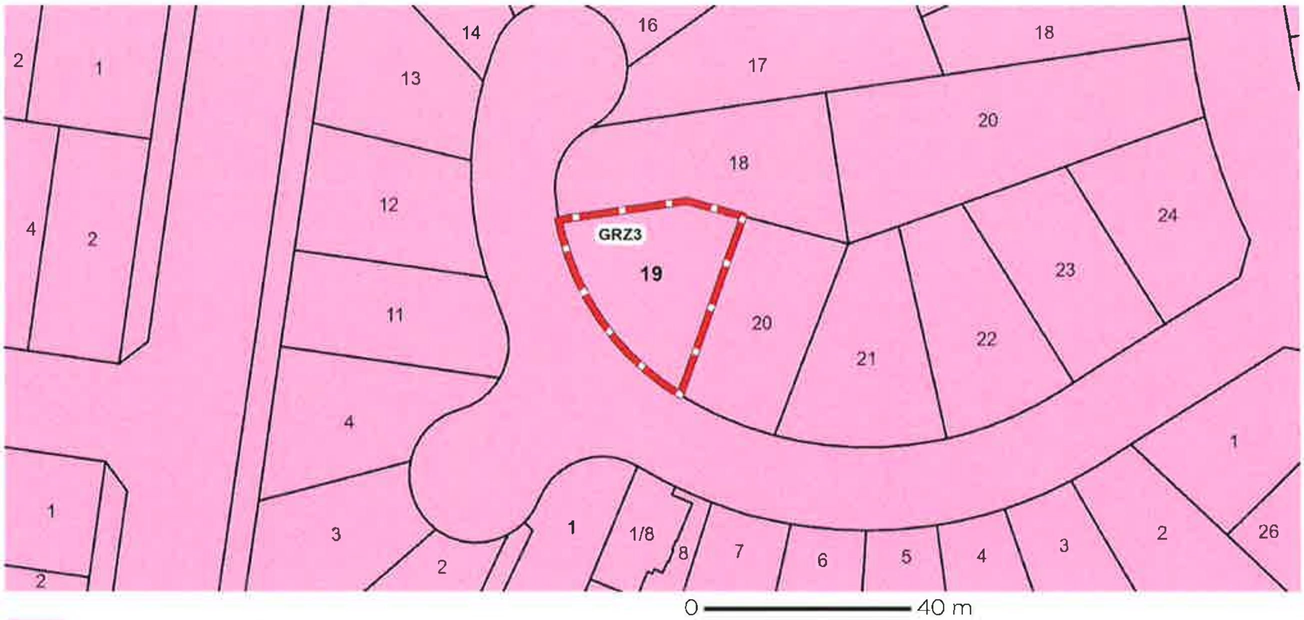
View location in VicPlan

PLANNING SUMMARY

Bushfire Prone Area	This property is not in a designated bushfire prone area.
Planning Zone	GENERAL RESIDENTIAL ZONE (GRZ) GENERAL RESIDENTIAL ZONE - SCHEDULE 3 (GRZ3)
Planning Overlay	None

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 3 (GRZ3)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

Further Planning Information

Planning scheme data last updated on 09 January 2025.

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

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

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

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

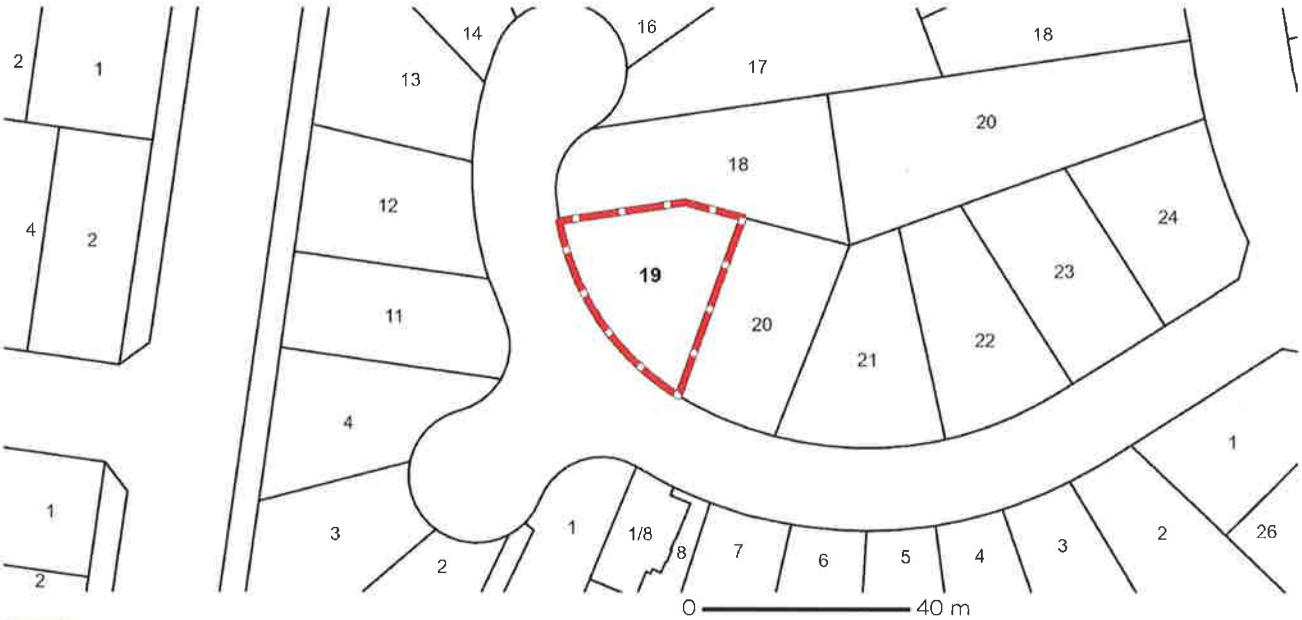
For other information about planning in Victoria visit https://www.planning.vic.gov.au

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

Department of Transport and Planning

Extractive Industry Work Authorities (WA)

All or parts of this property are within 500 metres of Extractive Industry Work Authorities (current).

On 22 March 2022, Amendment VC219 introduced changes to all planning schemes in Victoria to support the ongoing operation of extractive industry across Victoria and increase amenity protection for nearby accommodation in rural zones.

The amendment made changes to the Rural Living Zone, Green Wedge Zone, Green Wedge Zone A, Rural Activity Zone, Farming Zone and Rural Conservation Zone, introducing a permit requirement for accommodation and building and works associated with accommodation that is located within 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the Mineral Resources (Sustainable Development) Act 1990 (MRSD Act).

The Amendment also introduced new referral and notice requirements, and decision guidelines.

VicPlan mapping shows property information, including whether a work authority application has been made or approved under the MRSD Act.

Guidance on accessing work authority maps is detailed at the DELWP Extractive Resources (planning.vic.gov.au) webpage.

Further information on extractive and mining activities in Victoria can be found on the (GeoVic - Earth Resources) website which is maintained by the Resources Branch within the Department of Jobs, Precincts and Regions. Limited information is available for unregistered users (anonymous user).

Extractive Industry WA - Current

Extractive Industry WA - Application

Planning Certificate

PROPERTY DETAILS

Property Address:	19 BEECHWOOD CLOSE DONCASTER EAST VIC 3109
Title Particulars:	Vol 9413 Fol 273
Vendor:	D. & M. SGRO PROPERTIES PTY LTD
Purchaser:	N/A

Certificate No:	OR-18CCY1NMGQ1W...
Date:	09/01/2025
Matter Ref:	0373431 RHB Sgro Properties P/L
Client:	Henderson & Ball

MUNICIPALITY

MANNINGHAM

PLANNING SCHEME

MANNINGHAM PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

MANNINGHAM CITY COUNCIL

ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 3

ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE

APPLICABLE OVERLAYS

NOT APPLICABLE

Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE

ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

PLANNING ZONES MAP

ZONING

- GRZ3 - GENERAL RESIDENTIAL ZONE - SCHEDULE 3
- PUZ6 - PUBLIC USE ZONE - LOCAL GOVERNMENT
- TRZ2 - TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

MANNINGHAM

Enquiries to: Statutory Building Team
Telephone: 9840 9430

Landata
Secure Electronic Registries Vic
Two Melbourne Quarter
Level 13, 697 Collins Street
DOCKLANDS VIC 3008

Issue date:10 January 2025

Reference:	**0373431 RHB Sgro Properties P/L**
Property:	**19 Beechwood Close DONCASTER EAST VIC 3109**
Legal Description	**Lot 68 LP 124246**
Council Reference Number:	**BinfW25/00033**

RESPONSE TO REQUEST FOR INFORMATION REGULATION 51.1	
Building Permits issued in the preceding ten (10) years	**NIL**
Details of any current Notices/Orders issued under *Building Act*	**NIL**

Please note below the deadline for lodgement of the required Swimming Pool/Spa Safety Barrier Compliance Certificate for all ***properties containing swimming pools and/or spas:***

Pool/spa construction date	**First Compliance certificate must be lodged by**
On or before 30 June 1994	1 June 2022
From 1 July 1994 until 30 April 2010	1 June 2023
From 1 May 2010 until 31 October 2020	1 June 2024

Manningham Council

Manningham City Council
PHONE: 9840 9333
EMAIL: MANNINGHAM@MANNINGHAM.VIC.GOV.AU
DX 30403, DONCASTER
PO BOX 1, DONCASTER 3108

MANNINGHAM

LAND INFORMATION CERTIFICATE

Section 121 of the *Local Government Act 2020*

This Certificate provides information regarding valuation, rates, charges, fire services property levies, other monies owing, and any orders and notices made under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958, Fire Services Property Levy Act 2012 or under local laws of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Applicant:	Landata Two Melbourne Quarter Level 13, 697 Collins Street DOCKLANDS VIC 3008	**Issue Date:**	09/01/2025
		Certificate No.:	LICe25/00086
Customer Reference:	0373431 RHB Sgro Properties P/L	**Property ID:**	294231
Agent Reference:	75464136-012-1		

Property Location: 19 Beechwood Close DONCASTER EAST VIC 3109

Property Description: Lot 68 LP 124246

Site Value:	$1150000	**Capital Improved Value:**	$1375000	**Net Annual Value:**	$68750
Level of Valuation:	01-01-2024	**Valuation Effective Date:**	01-07-2024	**Rate in the $:**	0.00151560

Rates are levied on the Capital Improved Value. **AVPCC:** 110 - Detached Dwelling

RATES, CHARGES AND OTHER MONIES

For the year ending 30 June 2025

Details of Rates, Fire Services Property Levies, Charges, Outstanding Notices and Works for which a charge has been made:

Rates & Charges		
Arrears	$0.00	
General Rates	$2,083.90	
Fire Services Levy	$251.60	
Standard Waste Service	$322.00	
Interest	$2.73	
Payments	$-1,332.23	
Rates & Charges Balance		$1,328.00
Total Balance Outstanding		**$1,328.00**

Rate Balance Update: Online: https://www.manningham.vic.gov.au/rates-balance. For the most up to date balance, please check online after 11am.

Please contact Manningham Council on (03) 9840 9333 to obtain an update if any of the following apply: arrears owing, other charges owing besides Rates (e.g., Special Rates, Fire Hazard etc), pending subdivision.

PLEASE NOTE: In accordance with Section 175(1), Local Government Act 1989, the owner MUST PAY all rates and charges that are current or in arrears which are due and payable.

This certificate may contain important information pertaining to this property on subsequent pages.

Payment details:

BPAY
Biller Code: 1099
Ref: 1002942316

Property Address:	**19 Beechwood Close DONCASTER EAST VIC 3109**		
Property ID:	**294231**	**Certificate No.:**	LICe25/00086

ADDITIONAL INFORMATION

Flood Level Information

A Flood level has **not** been designated by Council under the Building Regulation 1994, advice on whether a flood level has been determined which affects this property should be sought from Melbourne Water.

Other Information (If Applicable)

Important Notes:

1. **This certificate may be updated online or verbally within the current financial year for up to three (3) months from date of issue. This certificate will not be updated after the end of the financial year in which it was issued. It should be noted that Council will only be held responsible for information provided on a certificate, not information that is provided online or verbally.**
2. Rates, fire services property levy and charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates, fire services property levy and charges is received.
3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the ***Planning and Environment Act 1987*** to ascertain the planning controls that may apply to the land.
4. Payments are subject to clearance by the bank.
5. Council declared the rates and charges levied for the period 01/07/2024 to 30/06/2025 on 25 June 2024.
6. In accordance with Section 175 of the Local Government Act 1989, the purchaser must pay at settlement any rates, fire services property levy or charges (including interest) which are due and payable:
   - Instalments due by: **30/09/2024; 30/11/2024; 28/02/2025; 31/05/2025**.

For further information, please contact Revenue Services on (03) 9840 9333.

Receipt for the sum of $29.70 being the fee for this Certificate is acknowledged.

I hereby certify that as at the date of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 2020.

K. Zhu

Authorised Officer

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

9th January 2025

Henderson & Ball C/- GXS
LANDATA

Dear Henderson & Ball C/- GXS,

RE: Application for Water Information Statement

Property Address:	19 BEECHWOOD CLOSE DONCASTER EAST 3109
Applicant	Henderson & Ball C/- GXS LANDATA
Information Statement	30909704
Conveyancing Account Number	7959580000
Your Reference	0373431 RHB Sgro Properties P/L

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
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	19 BEECHWOOD CLOSE DONCASTER EAST 3109

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.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	19 BEECHWOOD CLOSE DONCASTER EAST 3109

STATEMENT UNDER SECTION 158 WATER ACT 1989

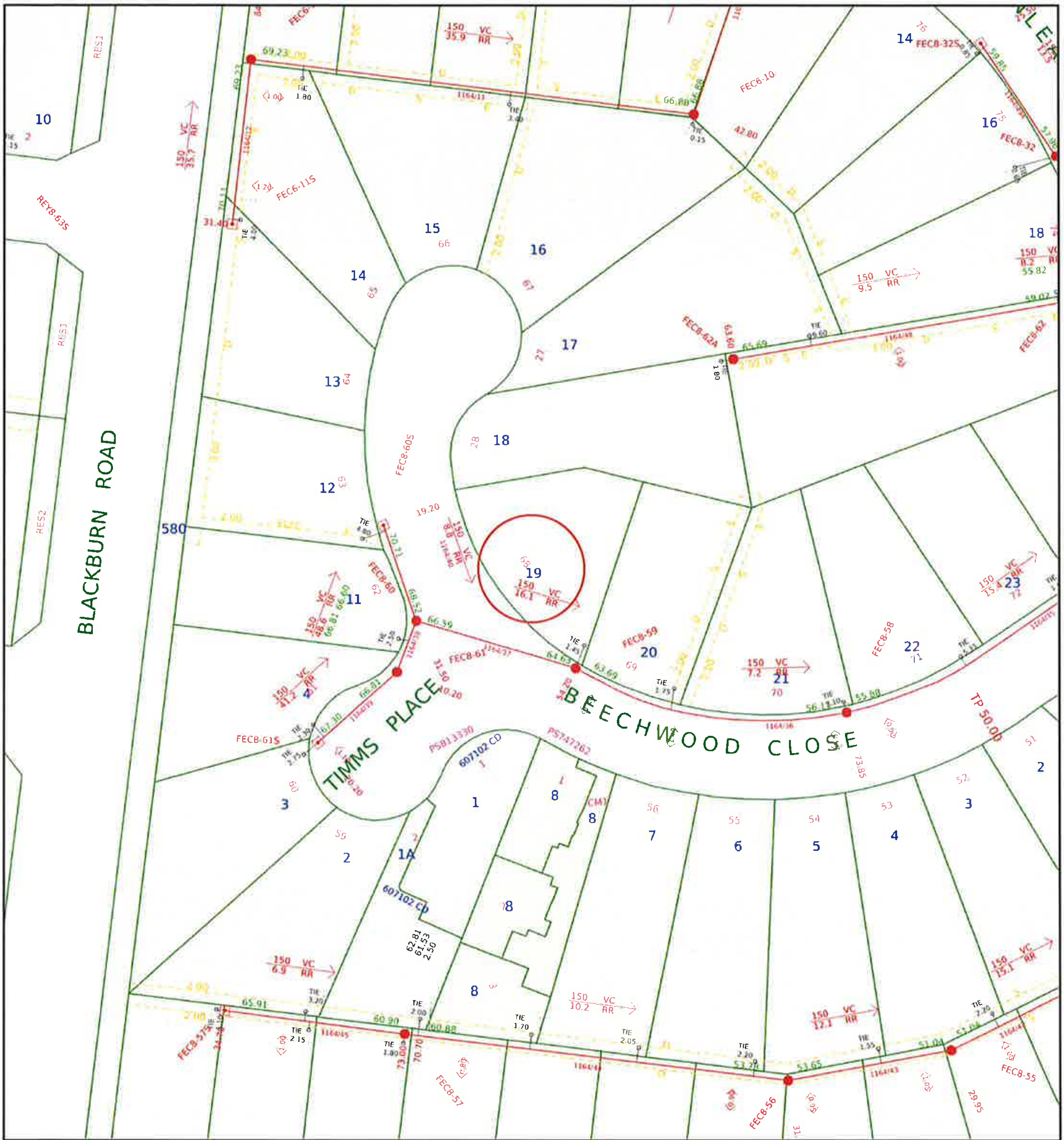
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30909704**	**Address**	19 BEECHWOOD CLOSE DONCASTER EAST 3109		Yarra Valley Water ABN 93 066 902 501
	Date	09/01/2025	N	
	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	<1.00>	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;

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Henderson & Ball C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5238220000
Rate Certificate No: 30909704

Date of Issue: 09/01/2025
Your Ref: 0373431 RHB Sgro Properties P/L

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
19 BEECHWOOD CI, DONCASTER EAST VIC 3109	68\LP124246	1335695	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	$20.41	$20.41
Residential Water and Sewer Usage Charge *Step 1 – 13.000000kL x $3.43420000 = $44.64* Estimated Average Daily Usage $0.47	22-07-2024 to 24-10-2024	$44.64	$0.00
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	$116.90	$116.90
Parks Fee	01-01-2025 to 31-03-2025	$21.50	$21.50
Drainage Fee	01-01-2025 to 31-03-2025	$30.10	$30.10
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	$188.91

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.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

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: 1335695

Address: 19 BEECHWOOD CI, DONCASTER EAST VIC 3109

Water Information Statement Number: 30909704

HOW TO PAY

B PAY

Biller Code: 314567
Ref: 52382200001

Amount Paid		**Date Paid**		**Receipt Number**	

Property Clearance Certificate
Land Tax

STATE REVENUE OFFICE VICTORIA

HENDERSON & BALL

Your Reference:	LD:75464136-009-1.0373431 I
Certificate No:	81415751
Issue Date:	09 JAN 2025
Enquiries:	ESYSPROD

Land Address: 19 BEECHWOOD CLOSE DONCASTER EAST VIC 3109

Land Id	Lot	Plan	Volume	Folio	Tax Payable
16680048	68	124246	9413	273	$6,000.00

Vendor: D. & M. SGRO PROPERTIES PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
D & M SGRO PROPERTIES PTY LTD	2025	$1,150,000	$6,000.00	$0.00	$6,000.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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:	$1,375,000
SITE VALUE:	$1,150,000
CURRENT LAND TAX CHARGE:	**$6,000.00**

Notes to Certificate - Land Tax

Certificate No: 81415751

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 = $6,000.00

Taxable Value = $1,150,000

Calculated as $4,650 plus ($1,150,000 - $1,000,000) multiplied by 0.900 cents.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 81415751

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: 81415751

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 updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Commercial and Industrial Property Tax

STATE REVENUE OFFICE VICTORIA

HENDERSON & BALL

Your Reference:	LD:75464136-009-1.0373431 RHB
Certificate No:	81415751
Issue Date:	09 JAN 2025
Enquires:	ESYSPROD

Land Address: 19 BEECHWOOD CLOSE DONCASTER EAST VIC 3109

Land Id	Lot	Plan	Volume	Folio	Tax Payable
16680048	68	124246	9413	273	$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:	$1,375,000
SITE VALUE:	$1,150,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 81415751

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

HENDERSON & BALL

Your Reference:	LD:75464136-009-1.0373431 RHB
Certificate No:	81415751
Issue Date:	09 JAN 2025

Land Address: 19 BEECHWOOD CLOSE DONCASTER EAST VIC 3109

Lot	Plan	Volume	Folio
68	124246	9413	273

Vendor: D. & M. SGRO PROPERTIES 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.

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 81415751

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

Biller Code: 416073
Ref: 81415754

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: 81415754

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.

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Henderson & Ball
Level 1 5 Wellington Street
KEW 3101

Client Reference: 0373431 RHB Sgro Properties P/L

NO PROPOSALS. As at the 9th January 2025, 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®.

19 BEECHWOOD CLOSE, DONCASTER EAST 3109
CITY OF MANNINGHAM

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: 9th January 2025

Telephone enquiries regarding content of certificate: 13 11 71

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

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

VENDOR	D. & M. SGRO PROPERTIES PTY LTD A.C.N. 006 175 202
PROPERTY	19 BEECHWOOD CLOSE, DONCASTER EAST, VIC 3109

1. The property is not subject to a mortgage (as defined in the Act).

2. **THERE** is no caveat lodged against the title to the property under the Transfer of Land Act 1958.

DATE OF THIS STATEMENT: 20/1/ 2025

Signature/s of Vendor..

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement

DATE OF RECEIPT: 2025

Signature/s of Purchaser..

RELEASE OF THE DEPOSIT BY THE PURCHASER

1. THE purchaser is satisfied that:

    1.1 The above particulars provided by the vendor are accurate.

    1.2 The particulars indicate that the purchase price is sufficient to discharge all mortgages over the property.

    1.3 The contract is not subject to any condition enuring for the benefit of the purchaser.

2. THE purchaser has accepted title or is otherwise deemed to have accepted title.

DATE OF THIS RELEASE: 2025

Signature/s of Purchaser..